

**Town of Milliken**

**-Workbook-**

**2004**

## **TABLE OF CONTENTS**

### **SECTION 1 – ALL APPLICATIONS**

Land Use Application Form  
Letters of Support and Commitment to Serve Table  
Fee Agreement

### **SECTION 2 – VISIONING**

Visioning Meeting Process  
Visioning Worksheet

### **SECTION 3 – MAJOR SUBDIVISIONS**

Major Subdivision Process Flowchart  
Subdivisions - Technical Criteria Form for Sketch Plan  
Subdivisions - Technical Criteria Form for Preliminary Plat  
Subdivisions - Technical Criteria Form for Final Plat  
Subdivisions - Technical Criteria Form for Concurrent Sketch Plan/Preliminary Plat  
Project Evaluation Worksheet for Sketch Plan Applications  
Project Evaluation Worksheet for Preliminary Plat Applications  
Project Evaluation Worksheet for Final Plat Applications  
Project Evaluation Worksheet for Concurrent Sketch Plan/Preliminary Plat Applications  
Block Diversity Plan Sample

### **SECTION 4 – CONSERVATION SUBDIVISIONS**

Milliken Standard Subdivision Development Review Procedures  
Subdivisions - Technical Criteria Form for Sketch Plan/Preliminary Plat  
Subdivisions - Technical Criteria Form for Final Plat  
Project Evaluation Worksheet for Sketch Plan/Preliminary Plat Applications  
Project Evaluation Worksheet for Final Plat Applications

### **SECTION 5 – MINOR SUBDIVISIONS**

Subdivisions - Technical Criteria Form for Minor Subdivision Plat  
Project Evaluation Worksheet for Minor Subdivision Plat Applications

### **SECTION 6 – PLANNED UNIT DEVELOPMENTS**

Technical Criteria Form for Sketch PUD Development Plan  
Technical Criteria Form for Preliminary PUD Development Plan  
Technical Criteria Form for Final PUD Development Plan  
Project Evaluation Worksheet for Sketch PUD Development Plan Applications  
Project Evaluation Worksheet for Preliminary PUD Development Plan Applications  
Project Evaluation Worksheet for Final PUD Development Plan Applications

### **SECTION 7 – PLOT PLANS**

Technical Criteria Form for Plot Plan  
Project Evaluation Worksheet for Plot Plan Applications

## **TABLE OF CONTENTS (CONTINUED)**

### **SECTION 8 – SITE PLANS**

Technical Criteria Form for Site Plan  
Project Evaluation Worksheet for Site Plan Applications

### **SECTION 9 – VACATION OF RIGHT-OF-WAY/EASEMENTS**

Technical Criteria Form for Vacation of Right-of-Way or Easement  
Petition to Vacate Right-of-Way  
Petition to Vacate Easement  
Project Evaluation Worksheet for Vacation of Right-of-Way or Easement Applications

### **SECTION 10 – SPECIAL USE REVIEW**

Technical Criteria Form for Special Use Review  
Project Evaluation Worksheet for Special Use Review Applications

### **SECTION 11 – VARIANCES**

Technical Criteria Form for Variances  
Project Evaluation Worksheet for Variance Applications

### **SECTION 12 – ZONING AMENDMENTS**

Technical Criteria Form for Zoning Amendments  
Project Evaluation Worksheet for Zoning Amendment Applications

### **SECTION 13 - ANNEXATION**

Technical Criteria Form for Annexation Amendments  
Project Evaluation Worksheet for Annexation Applications

### **SECTION 14 – STANDARD CERTIFICATES AND SIGNATURE BLOCKS**

Standard Form Certificates and Signature Blocks

### **SECTION 15 – SAMPLE AGREEMENTS**

Subdivision Improvements Agreements (AGREEMENT)  
Low Income Housing Covenant and Deed of Trust  
Low/Moderate Rental Housing Covenant

# **Section 1 – All Applications**

## LAND USE APPLICATION FORM

PROJECT NAME:	
DATE SUBMITTED:	APPLICATION FEE:

TYPE OF APPLICATION			
" Annexation, Zoning and Concept Plan"	Change of Zone	" Certificate of Nonconforming Use	
" Special Use	" Final Plat	" Minor Subdivision Plat	
" Plot Plan	" Planned Unit Development	" Preliminary Plat	
" Site Plan	" Sketch Plan	" Subdivision Exception	
" Vacation	" Variance	" Waiver	

PRE-APPLICATION CONFERENCE WAS HELD WITH:	Date:
---	-------

### PROJECT INFORMATION

Applicant's Name:	Project Location:
Address:	Existing Use:
	Proposed Use:
Phone/Fax:	Existing Zoning:
Relation to Property Owner:	Proposed Zoning:
Is site within Milliken's Planning Area?      " Yes                      " No	

Legal Description of Property (location within section, section, township and range):

Total Acreage of Property under Consideration:

Number of Existing Residential Lots:	Number of Proposed Residential Lots:
Number of Existing Commercial Lots:	Number of Proposed Commercial Lots:
Number of Existing Industrial Lots:	Number of Proposed Industrial Lots:

### ADDITIONAL CONTACTS

Property Owner:	Consultant:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone/Fax:	Phone/Fax:
Property Owner:	Consultant:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone/Fax:	Phone/Fax:

## LAND USE APPLICATION FORM (CONTINUED)

### COMPREHENSIVE PLAN MAP DESIGNATIONS:

#### LAND USE & PUBLIC FACILITIES

Land Use Designations:

Public Facilities:

#### IMAGE AND DESIGN

Gateway: " Yes " No

Important Connection: " Yes " No

#### TRANSPORTATION

Street Connections:

#### UTILITY AND SPECIAL DISTRICTS

Water:

Sewer:

Fire Protection:

Other:

#### PARKS, OPEN SPACE AND RECREATION

Proposed park and/or trail:

#### ENVIRONMENTAL ISSUES

Property in floodplain: " Yes " No

Sensitive wildlife habitat area: " Yes " No

Soil Type:

#### OIL AND GAS

Oil and/or gas wells: " Yes " No

### CERTIFICATION

I certify that I am the lawful owner of the parcel(s) of land, which this application concerns, and consent to this action.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Milliken must be submitted prior to having this application processed.

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

### STAFF USE ONLY

#### APPLICATION ACCEPTED:

Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_

By: \_\_\_\_\_ Fee: \_\_\_\_\_

Fee: \_\_\_\_\_ Fee: \_\_\_\_\_

Fee: \_\_\_\_\_ Fee: \_\_\_\_\_

## REFERRAL LIST

- |   |   |
|---|---|
| 1. Land Use Application Form<br>2. Subdivisions - Technical Criteria Form<br>3. Context/Vicinity Map<br>4. Preliminary Plat<br>5. Preliminary Drainage Plan and Report<br>6. Preliminary Grading Plan<br>7. Master Utility Plan | 8. Preliminary Open Space Plan<br>9. Ecological Characterization<br>10. Soils Report and Map<br>11. Geologic Report<br>12. Site Plan Map<br>13. Vacation of Right-of-Way/Easement Map<br>14. Traffic Report |
|---|---|

Unless otherwise directed by a representative from the Town, the following table should be used to determine which agencies to contact and what information to provide them based on the type of application you are submitting.

Referral Agency \ Type of Application	Preliminary Plat	Conservation Subdivision	Site Plan, Variance, and Special Use	Vacation of Right-of-Way/ Easement
Adjacent Property Owners	1	1,3		1 <sup>1</sup>
Cable Company (Comcast Services)	1,4	1,3,4	1,12	1,13
Two Rivers Recreation District	1,4	1,3,4		
Town of Johnstown	1,4	1,3,4		1,13
Colorado Department of Transportation	1,4,14 <sup>2</sup>	1,4,14 <sup>2</sup>	1,12 <sup>2</sup>	1,13 <sup>2</sup>
Colorado Geological Survey	1,4,10,11	1,4,10,11		
Milliken Area Fire Protection District	1,4	1,3,4	1,12	1,13
Milliken Post Office	1,4	1,3,4	1,12	
Public Service	1,4,7	1,3,4,7	1,12	1,13
Greeley Branch of the Soil Conservation Service	1,4	1,3,4,10		

<sup>1</sup>For a vacation of right-of-way applications only.

<sup>2</sup>Only for properties that are adjacent to State Highway 52.

<b>Referral Agency</b>	<b>Type of Application</b>	<b>Preliminary Plat</b>	<b>Conservation Subdivision</b>	<b>Site Plan, Variance, and Special Use</b>	<b>Vacation of Right-of-Way/ Easement</b>
<b>Milliken Johnstown School District</b>		1,4	1,3,4		
<b>Town of Evans</b>		1,4	1,3,4		1,13
<b>City of Greeley</b>		1,4	1,3,4		1,13
<b>Public Service Company - electric</b>		1,4,7	1,3,4,7	1,12	1,13
<b>Qwest Communications</b>		1,4,7	1,3,4,7	1,12	1,13
<b>US Army Corps of Engineers</b>		1,4,5,6,8,10	1,3,4,5,6,8,9,10		
<b>Weld County Attorney</b>		1,4	1,3,4		1,13
<b>Weld County Commissioners</b>		1,4	1,3,4		1,13
<b>Weld County Department of Planning</b>		1,2,4	1,2,3,4		1,13
<b>Weld County Health Department</b>		1,4	1,3,4		
<b>Ditch Company</b>		1,4,5	1,3,4,5	1,12	1,13
<b>Anyone with legal interests in the property</b>		1,4	1,3,4	1,12	1,13
<b>Railroad</b>		1,4	1,3,4	1,12	1,13
<b>All mineral rights owners and/or lessees</b>		1,4	1,3,4	1,12	1,13
<b>All oil and gas owners and/or lessees</b>		1,4	1,3,4	1,12	1,13
<b>Other interested parties as defined by the Town:</b>					



## AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES

---

AS PROPERTY OWNER owner/applicant, and

---

As Owner's Agree on Application, if different from Owner (Collectively "**APPLICANT**"), **AGREE AS FOLLOWS** with the Town of Milliken, Colorado (**TOWN**), in consideration of the TOWN'S acceptance of APPLICANT'S application for the land use approval as further described below:

1. APPLICANT has submitted to the TOWN an application for approval of:  

---

---
2. APPLICANT acknowledges and understands that the Board of Trustees Resolution 00-R- establishes a fee structure for Land Use Applications. This includes a non-refundable deposit which must be paid prior to the TOWN'S acceptance of any application for processing, and the provisions for billing the APPLICANT for any costs accrued above the non-refundable deposit amount. Resolution 00-R- and this agreement shall govern the payment of fees for processing applications.
3. The APPLICATION shall not be accepted for processing unless the property owner of record of the property included in the APPLICATION signs this AGREEMENT. In the case of multiple property owners, the Town Clerk shall have the discretion to determine which owner shall sign.
4. The APPLICANT shall be billed by the TOWN for all actual costs (including but not limited to staff time, attorney's fees, engineering fees, mailing, copying and publication and any other fees incurred by the TOWN), which the TOWN has accrued to date in processing the APPLICATION. The TOWN will bill the APPLICANT until all costs are paid.
5. The APPLICANT agrees to pay all such bills in full, and by whatever manner of payment is specified by the TOWN, by delivery made to the TOWN no later than one month after the billing date. The TOWN shall have the discretion to suspend processing of the APPLICATION if any payments under this agreement are not made on time. This suspension may involve the postponement of scheduled Planning Commission or Board of Trustees hearing or meetings and the incurrence of additional costs such as for renotification or republication. Similarly, the TOWN shall have the discretion to terminate the processing of any APPLICATION for which any billed payment is more than three months overdue.

6. The person whom the APPLICANT designates to receive all billings for fees under this AGREEMENT is as follows:

---

---

---

Any billing mailed to this person. /address and not returned to the TOWN shall be deemed to have been received. The APPLICANT may change the billing address under this paragraph by providing written notification of such change to the TOWN.

7. In the event of nonpayment of fees, the TOWN shall have the right to file a fee collection action against any or all of the persons signing this AGREEMENT as APPLICANT. Any resulting judgment for fees may be enforced in any legal manner whatsoever and may be filed as a judgment lien against the real property which is the subject of the APPLICATION, as well as against any real property owned in whole or in part by judgment debtor hereunder.
8. Any agreement by the TOWN to forego any of the judicial or administrative remedies available to them under this AGREEMENT in response to the late payment or nonpayment of fees, shall not in any way constitute a waiver by the TOWN of any rights to collect fees or appropriately process the APPLICATION as provided herein.
9. This AGREEMENT shall be construed and enforced in accordance with the ordinances and laws of the TOWN and the State of Colorado.

**APPLICANT**

(property owner to sign per paragraph 3, above)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF MILLIKEN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **Section 2 – Visioning**

## VISIONING MEETING PROCESS

### Purpose

The second step in the sketch plan process is a visioning meeting. The visioning meeting is intended to be collaboration between the Planning Commission and the applicant. The purpose is to ensure that the proposed development is consistent with both the community's goals and the developer's goals. To facilitate this process, THE APPLICANT MUST ATTEND THE PRE-APPLICATION CONFERENCE AND THE TECHNICAL ADVISORY MEETING AND READ THE COMMUNITY DESIGN PRINCIPLES BEFORE THE MEETINGS.

### Applicants

Applicants should bring the following items to the meeting:

- Context/Vicinity Map – which shows the proposed development in relation to the surrounding area (see Article 4, Section 16-4-160 for details).
- Base Map – which shows the site features (such as topography, ditches, drainage ways, wildlife habitat, trees and view corridors)
- Images (such as photographs, sketches and/or plans) which illustrate the project intention. For example, an applicant might bring pictures of:
  - important architectural elements (such as a porch, vertical windows, mother-in-law units)
  - architectural styles that fit with the proposed project from Article 2, Section 16-2-385, Design Vocabulary

- ideas for landscaping features such as a xeriscape garden entryway
- streetscape components which contribute to the project's character
- a special tree on the property and
- examples of signs that promote the development's identity.

- Anything else that illustrates what the developer is trying to create.

### Planning Commission

The Planning Commission will use images from Milliken's Design Vocabulary and the slide show to convey the Town's vision for the community.

### Process

First, the applicant shall succinctly explain his/her goals for the project and discuss site context and features using the Context Map and Base Map.

Next, the Commission can use the chart on the following pages to focus the dialogue with the developer and to ensure the project will be consistent with the community's goals.

In conclusion, through discussions with the applicant, the planning commission will identify the strengths and weaknesses of the proposal.

## VISIONING WORKSHEET

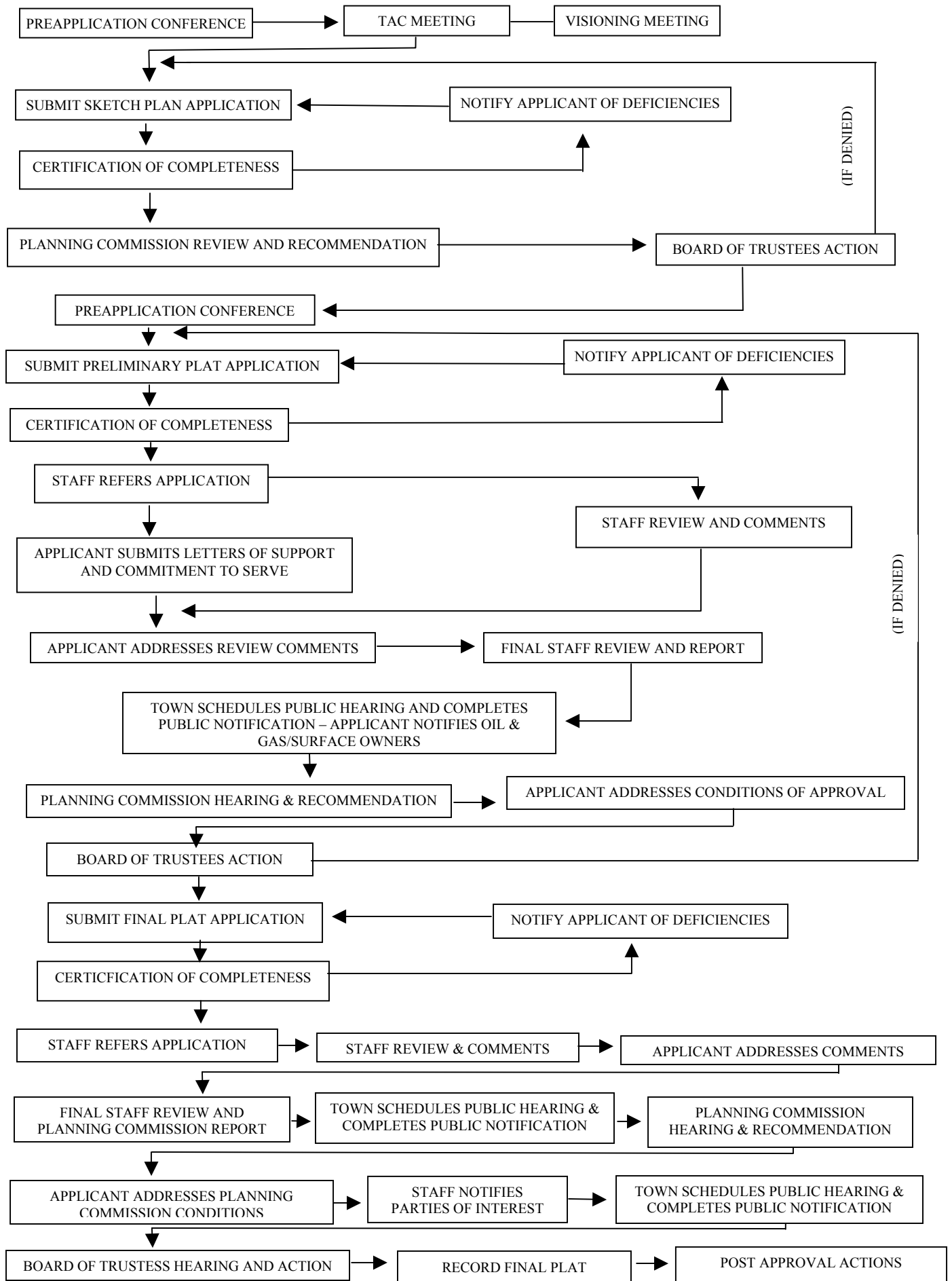
	Project Strengths	Areas to Improve Upon
<b>Compact Urban Growth</b> <ol style="list-style-type: none"> <li>Proposed uses consistent with Land Use Overlay District Map</li> </ol>		
<b>Neighborhood Design</b> <ol style="list-style-type: none"> <li>Defined neighborhood center and edge</li> <li>Mix of types of dwelling units and lot sizes</li> <li>Building styles fit with Design Vocabulary</li> <li>Focal points</li> <li>Public space as development framework</li> <li>Orderly arrangement of design elements (building setbacks and orientation, tree placement)</li> <li>Streets as public spaces</li> <li>Human proportion</li> <li>Buildings front toward public streets</li> <li>Encourage walking and biking</li> <li>Mix of activities (vs. just residential)</li> <li>Design responds to environment (site layout responds to natural features and view corridors, transition between development and surrounding landscape, size of structures)</li> </ol>		
<b>Lots and Blocks</b> <ol style="list-style-type: none"> <li>Blocks consider topography, solar orientation and views and are generally rectilinear in shape</li> </ol>		
<b>Streets and Sidewalks</b> <ol style="list-style-type: none"> <li>Streets aligned to join with planned/existing streets</li> <li>Tree-lined</li> <li>Modified grid, emphasizes focal points, consistent with hierarchy of street types</li> <li>Interconnected sidewalk/trail system</li> </ol>		
<b>Common Open Space</b> <ol style="list-style-type: none"> <li>Neighborhood focus</li> <li>Buildings front onto open space</li> <li>Sufficient open space</li> <li>Adequate buffers (if habitat area)</li> </ol>		

## VISIONING WORKSHEET

	Project Strengths	Areas to Improve Upon
Architecture 1. Architectural styles fit with Design Vocabulary/Town vision		
Landscaping 1. General concepts consistent with Town vision		
Environment 1. Design minimizes disturbances to wildlife, natural areas and water quality 2. Green builder guidelines		
Water Conservation 1. Design preserves water quality and uses water-saving measures		
Additional Comments		

## **Section 3 – Major Subdivisions**

# MAJOR SUBDIVISION PROCESS FLOWCHART





## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### SKETCH PLAN

" **LAND USE APPLICATION FORM (submit original, signed form)**

" **SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)**

" **APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)**

" **TITLE COMMITMENT (submit 3 copies)**

" **CONTEXT/VICINITY MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)** – Shall show the proposed development in relation to the surrounding area (1½ mile radius around the property) and the following information:

- " Title of project
- " North arrow, scale (not greater than 1"=1000') and date of preparation
- " Boundary of proposed project
- " Existing or proposed land uses for the properties shown on the map (labeled)
- " Major streets
- " Existing public water and sewer lines and proposed connections
- " Regional open space/trail networks per the *Milliken Comprehensive Plan*
- " Major ditches, rivers and bodies of water
- " Identify adjacent property owner by subdivision name or zoning district

" **SKETCH PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)** – May be a free hand drawing in a legible medium that clearly shows:

- " Title of project
- " North arrow, scale (not greater than 1" = 200') and date of preparation
- " Vicinity map
- " Legal description
- " Acreage of property
- " USGS topographic contours
- " Location and approximate acreage of proposed land uses
- " Proposed layout of lots, streets and parks and open space
- " Existing easements and rights-of-way on or adjacent to the property
- " Existing streets on or adjacent to the property (show and label street name)
- " Note indicating how the 12% public/semi-public dedication will be met (16-2-335)
- " Land Use Table: land uses, approximate acreage of each land use, percentage of each land use; proposed density or floor area ratio; proposed number of dwelling units; approximate size of proposed residential lots
- " Proposed land uses
- " Proposed collector and arterial streets
- " General locations of existing utilities on or adjacent to the property
- " Graphic and/or verbal explanation of how the property will be served with utilities
- " Location of any proposed sewer lift station
- " Show how the development will tie into the regional trails network
- " Floodplain boundary with a note regarding the source of information
- " Geologic hazard areas
- " Existing and proposed zoning on and around the property
- " Land use table - the table should include: land uses, approximate acreage of each land use, and percentage of each land use

## SKETCH PLAN

"	<p><b>CONCEPTUAL LANDSCAPE PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> - the following information may be included on the sketch plan or combined with the conceptual open space plan:</p> <ul style="list-style-type: none"><li>" Scale (not greater than 1"=200'), north arrow, site boundary</li><li>" USGS contours</li><li>" Design intention of the proposed landscape improvements</li><li>" General character and location of the proposed landscaping and how it will meet the purpose and intent of these regulations</li><li>" Open space network and pedestrian circulation system - show how they will function within the proposed development</li><li>" Existing site features</li></ul>
"	<p><b>CONCEPTUAL OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> - the following information may be included on the sketch plan or combined with the conceptual landscape plan:</p> <ul style="list-style-type: none"><li>" Scale (not greater than 1"=200'), north arrow, site boundary</li><li>" Existing and proposed streets</li><li>" USGS contours</li><li>" Existing site features</li><li>" Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or other resources indicating how they will be preserved and integrated into the design of the development</li><li>" Species of wildlife using the area, times/seasons area is to be used and the "value" the area provides for the species</li><li>" Wildlife travel corridor</li><li>" General ecological functions provided by the site and its features</li><li>" Bank, shoreline and high water mark of any perennial stream or body of water on the site</li><li>" Open space network and pedestrian circulation system - show how they will function within the proposed development</li><li>" Areas considered open space and if they will be public or private</li><li>" Describe the design intention and how the open space will function</li></ul>
"	<p><b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies)</b> - describe the existing conditions on the site and the proposed development, include:</p> <ul style="list-style-type: none"><li>" Design rationale - discuss how development is connected to/integrated with surrounding area, how it responds to site features/constraints and how it is consistent with the Community Design Principles and Development Standards. If it is not consistent, explain how the intent of the criteria is met.</li><li>" Proposed number of residential lots or dwelling units, typical lot width and depth, price ranges of lots and dwelling units.</li><li>" General description of plan for drainage and storm water management.</li><li>" Water supply information including: the number of water taps needed; the amount of raw water that will be provided to the Town; and the source of the water.</li><li>" Statement indicating whether or not any commercial mineral deposits are located on the site.</li><li>" Description of a floodplain hazards on the site.</li><li>" Description of how the proposed development complies with the <i>Comprehensive Plan</i>.</li></ul>
"	<p><b>SOILS REPORT AND MAP (submit 3 copies)</b> - should be based on USDA Soils Conservation Service information and discuss the existing conditions and any potential constraints/hazards. Report should also address groundwater issues.</p>
"	<p><b>GEOLOGIC REPORT (submit 3 copies)</b> - <i>only required for areas that have the potential for subsidence</i>. The report should be prepared by a registered professional engineer or professional geologist with experience in mine subsidence. The report should address:</p> <ul style="list-style-type: none"><li>" Site conditions</li><li>" Geologic conditions</li><li>" Engineering and geologic considerations</li><li>" Limitations and any necessary additional investigations</li></ul>

TOWN BOARD ACTION – SKETCH PLAN	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### PRELIMINARY PLAT

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b>
"	Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies.
"	Applicant's certification that list is complete and accurate.
"	<b>PRELIMINARY PLAT (submit 8- 24"x36" copies and 20 - 11"x17" copies)</b>
"	Title of project
"	North arrow, scale (not greater than 1"=100') and date of preparation
"	Vicinity map
"	Names and addresses of owners, applicant, designers, engineers and surveyors
"	Legal description
"	Total acreage of property
"	Existing contours at 2' intervals
"	Name and location of abutting subdivisions or owners of abutting property
"	Lots, blocks, and street layout with approximate dimensions and square footage for each lot
"	Consecutive numbering of all lots and blocks
"	Existing and proposed rights-of-way and easements on and adjacent to the property
"	Existing and proposed street names for all streets on and adjacent to the property
"	Existing and proposed zoning on and adjacent to property
"	Location and size of existing and proposed water and sewer lines and fire hydrants
"	Existing and proposed curb cuts on and adjacent to subject property
"	Location by field survey or aerial photography of existing and proposed watercourses and bodies of water such as irrigation ditches and lakes. Watercourses should include direction of flow.
"	Floodplain boundary with a note regarding the source of information
"	General location of existing surface improvements such as buildings, fences or other structures that will remain on the property as part of the subdivision
"	Location and acreage of sites to be dedicated for parks, playgrounds, schools or other public uses
"	Location, function and ownership and manner of maintenance of any private open space
"	Land use table - the table should include: land uses, approximate acreage of each land use, and percentage of each land use
"	Total number of lots
"	Number of each type of dwelling unit proposed
"	<b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies) - a written description which addresses the following:</b>
"	Explanation of how the preliminary plat is consistent with the sketch plan, and, if there are any differences, what they are and is the plan still consistent with the community's vision.
"	Explanation of how the items of concern expressed by the Planning Commission and Board of Trustees, at the time of sketch plan review, have been addressed.
"	Explanation of how the plan is consistent with the <i>Milliken Land Use Code</i> and <i>Milliken Comprehensive Plan</i> .

<b>PRELIMINARY PLAT</b>	
"	<b>PRELIMINARY GRADING AND DRAINAGE PLAN AND REPORT (submit 8 copies)</b> - this plan and report must be certified by a registered professional engineer, including storm drainage concepts such as locations for on-site detention or downstream structural improvements and soil erosion and sedimentation control plans and specifications. It must also discuss the impacts on and to any existing floodways on and adjacent to the site as well as any FEMA application required.
"	<b>MASTER UTILITY PLAN (submit 8 copies)</b> - this plan should be prepared by a registered professional engineer.
"	<b>PRELIMINARY LANDSCAPE PLAN (submit 8- 24"x36" copies and 20 - 11"x17" copies)</b>
"	Scale (not greater than 1"=100'), north arrow, site boundary
"	Existing and proposed streets
"	Existing and proposed utilities and easements
"	Existing 2' contours
"	General grading concepts for proposed improvements, typical cross sections of streets and special treatment areas
"	Describe the design intention and how the proposal is consistent with the purpose and intent of these regulations
"	Existing site features
"	Proposed landscaping
"	Areas to be irrigated and method of irrigation
"	Typical detail drawings at 1"=20' to illustrate perimeter treatment, buffering, typical front yard, and any special treatment areas on the site
"	Proposed public and private open space with information about how it will be maintained
"	<b>PRELIMINARY OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8- 24"x36" copies and 20 - 11"x17" copies)</b> combine with preliminary landscape plan if possible
"	Scale (not greater than 1"=100'), north arrow, site boundary
"	Existing and proposed streets
"	Existing and proposed utilities and easements
"	Existing 2' contours
"	Existing site features
"	Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or other resources indicating how they will be preserved and integrated into the design of the development
"	Species of wildlife using the area, times/seasons area is to be used and the "value" the area provides for the species
"	Wildlife travel corridor
"	General ecological functions provided by the site and its features
"	Bank, shoreline and high water mark of any perennial stream or body of water on the site
"	Open space network and pedestrian circulation system - show how they will function within the proposed development
"	Areas to be irrigated and method of irrigation
"	Areas considered open space and if they will be public or private
"	Open space use and method of maintenance
"	Conceptual design for neighborhood park (if applicable)
"	Description of the design intention and how the proposal is consistent with the purpose and intent of the open space regulations
"	<b>TRAFFIC STUDY (submit 3 copies)</b> - must be prepared by a professional traffic engineer.
"	<b>DRAFT OF PROPOSED COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES (submit 3 copies)</b>
"	<b>MINERAL, OIL AND GAS RIGHTS DOCUMENTATION (submit 8 copies)</b> - provide evidence that the surface owner has contacted the lessees of mineral, oil and gas rights associated with the site and is working towards a resolution. Include the name of the contact person, their phone number and mailing address.

<b>PRELIMINARY PLAT</b>	
"	<b>SOILS REPORT AND MAP (submit 3 copies)</b> - include a copy of the report and map (prepared at the time of sketch plan) in the appropriate referral agency packets.
"	<b>GEOLOGIC REPORT (submit 3 copies)</b> - include a copy of the report (if one was prepared at the time of sketch plan) in the appropriate referral agency packets.
"	<b>COLORADO HISTORICAL SOCIETY RECORDS SEARCH (submit 3 copies)</b> - required only if specifically requested by the Town.
"	<b>PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 set of stamped, addressed envelopes)</b>

TOWN BOARD ACTION – PRELIMINARY PLAT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### FINAL PLAT

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> " Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies. " Applicant's certification that list is complete and accurate.
"	<b>FINAL PLAT MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> " Title of project " North arrow, scale (not greater than 1"=100') and date of preparation " Vicinity map " Legal description " Basis for establishing bearing " Names and addresses of owners, applicant, designers, engineers and surveyors " Total acreage of subdivision " Bearings, distances, chords, radii, central angles and tangent links for the perimeter and all lots, blocks, rights-of-way and easements " Lot and block numbers, numbered in consecutive order, and square footage of each lot or tract " Excepted parcels from inclusion noted as "not included in this subdivision" and the boundary completely indicated by bearings and distances " Existing and proposed right-of-way in and adjacent to subject property " Existing and proposed street names for all streets on and adjacent to the property " Existing and proposed easements and their type in and adjacent to subject property " Location and description of monuments " Floodplain boundary with a note regarding the source of information " Signature block for registered land surveyor certifying to accuracy of boundary survey and plat " Signature block for certification of approval by the Board of Trustees with a signature block for the Mayor and Town Clerk " Signature blocks for utility providers " Certification of ownership and dedication of streets, rights-of-way, easements and public sites
"	<b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies)</b> - written description confirming that the final plat conforms with the preliminary plat and addressing how the proposed development conforms with the Community Design Principles and Development Standards.

## FINAL PLAT

### " **COMPLETE ENGINEERING PLANS AND SPECIFICATIONS (submit 3 sets of all documents)**

- " Construction plans and profiles
- " Structure details
- " Sewage collection and water supply distribution plans, profiles and specifications
- " Final drainage plans and reports
- " Final grading plan
- " Soils report
- " Final street lighting plan

### " **FINAL LANDSCAPE PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)**

- " Scale (not greater than 1"=50'), north arrow, site boundary
- " Existing and proposed streets
- " Existing and proposed utilities and easements
- " Existing 2' contours
- " Proposed 2' contours
- " Describe the design intention
- " Existing site features
- " Areas to be irrigated and method of irrigation
- " Proposed public and private open space with information about how it will be maintained
- " Detailed planting plan

### " **FINAL OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies) combine with final landscape plan if possible**

- " Scale (not greater than 1"=50'), north arrow, site boundary
- " Existing and proposed streets
- " Existing and proposed utilities and easements
- " Existing 2' contours
- " Existing site features
- " Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or her resources indicating how they will be preserved and integrated into the design of the development
- " Open space network and pedestrian circulation system - show how they will function within the proposed development
- " Areas to be irrigated and method of irrigation
- " Areas considered open space and if they will be public or private
- " Method of open space maintenance
- " Description of the design intention and how the proposal is consistent with the Preliminary Open Space Plan

### " **BLOCK DIVERSITY PLAN (submit 28 copies)**

- " Map that illustrates the model and elevation for each building on the block
- " The color palette to be used
- " Written statement that specifies how provisions of Section 16-2-520 – 16-2-595 of the Architecture – Single –Family Detached and Duplex Dwellings section of this Code will be met.



<b>FINAL PLAT</b>	
"	<b>SPECIAL DOCUMENTS (submit 4 copies of each of the following, if requested by the Town)</b>
"	Special improvement district documents
"	Maintenance bonds
"	Special agreements (as may be required by the Town)
"	Work in Right-of-Way Permit
"	Floodplain Use Permit
"	Grading Permit
"	State Highway Utility Permit
"	State Highway Access Permit
"	Construction Dewatering Permit
"	404 Permit
"	Air Pollution Emission Notice (APEN)
"	Work in Ditch Right-of-Way Permit
"	Rare Species Occurrence Survey
"	Memorandum of Agreement for Public Improvements (AGREEMENT)
"	General Warranty Deed
"	Improvements Guarantee
"	Approved Adjudication of Water Rights and a Plan of Augmentation
"	Protective Covenants, Homeowners' Association (HOA) Documents, Articles of Incorporation for HOA, and Architectural Design Guidelines
"	FEMA approved applications
"	Documentation showing who will own and maintain the open space
"	Documentation for the 2% public/semi-public land dedication requirements
"	<b>"CLEAN" FINAL PLAT MAP FOR ADDRESSING (submit 3 - 24"x36" copies)</b>
"	Title of project
"	North arrow, scale (not greater than 1"=100') and date of preparation
"	Vicinity map
"	Lot and block numbers, numbered in consecutive order
"	Rights-of-way and street names
"	Property boundary
"	<b>COMPLETE ELECTRONIC FILE OF FINAL DOCUMENTS</b>

<b>TOWN BOARD ACTION – FINAL PLAT</b>	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

<b>SKETCH PLAN/PRELIMINARY PLAT</b>	
"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> <div style="padding-left: 20px;">                     " Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies.                      " Applicant's certification that list is complete and accurate.                 </div>
"	<b>CONTEXT/VICINITY MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> – Shall show the proposed development in relation to the surrounding area (1½ mile radius around the property) and the following information: <div style="padding-left: 20px;">                     " Title of project                      " North arrow, scale (not greater than 1"=1000') and date of preparation                      " Boundary of proposed project                      " Existing or proposed land uses for the properties shown on the map (labeled)                      " Major streets                      " Existing public water and sewer lines and proposed connections                      " Regional open space/trail networks per the <i>Milliken Comprehensive Plan</i>                      " Major ditches, rivers and bodies of water                      " Identify adjacent property owner by subdivision name or zoning district                 </div>

## SKETCH PLAN/PRELIMINARY PLAT

### " **SKETCH PLAN/PRELIMINARY PLAT (submit 8 - 24"x36" copies and 20 - 11"x17" copies)**

- " Title of project
- " North arrow, scale (not greater than 1"=100') and date of preparation
- " Vicinity map
- " Names and addresses of owners, applicant, designers, engineers and surveyors
- " Legal description
- " Total acreage of property
- " Existing contours at 2' intervals
- " Name and location of abutting subdivisions or owners of abutting property
- " Lots, blocks, and street layout with approximate dimensions and square footage for each lot
- " Consecutive numbering of all lots and blocks
- " Existing and proposed rights-of-way and easements on and adjacent to the property
- " Existing and proposed street names for all streets on and adjacent to the property
- " Existing and proposed zoning on and adjacent to property
- " Location and size of existing and proposed water and sewer lines and fire hydrants
- " Existing and proposed curb cuts on and adjacent to subject property
- " Location by field survey or aerial photography of existing and proposed watercourses and bodies of water such as irrigation ditches and lakes. Watercourses should include direction of flow.
- " Floodplain boundary with a note regarding the source of information
- " General location of existing surface improvements such as buildings, fences or other structures that will remain on the property as part of the subdivision
- " Location and acreage of sites to be dedicated for parks, playgrounds, schools or other public uses
- " Location, function and ownership and manner of maintenance of any private open space
- " Land use table - the table should include: land uses, approximate acreage of each land use, and percentage of each land use; proposed density or floor area ratio
- " Total number of lots
- " Number of each type of dwelling unit proposed

### " **GENERAL DEVELOPMENT INFORMATION (submit 28 copies)** - a written description which addresses the following:

- " Design rationale
- " Price ranges of lots and dwelling units
- " Water supply information including: the number of water taps needed; the amount of raw water that will be turned over to the town
- " Statement indicating whether or not any commercial mineral deposits are located on the site
- " Description of any floodplain hazards on the site
- " Explanation of how the plan is consistent with the *Milliken Land Use Code* and *Milliken Comprehensive Plan*

### " **PRELIMINARY GRADING AND DRAINAGE PLAN AND REPORT (submit 8 copies)** - this plan and report must be certified by a registered professional engineer, including storm drainage concepts such as locations for on-site detention or downstream structural improvements and soil erosion and sedimentation control plans and specifications. It must also discuss the impacts on and to any existing floodways on and adjacent to the site as well as any FEMA application required.

### " **MASTER UTILITY PLAN (submit 8 copies)** - this plan should be prepared by a registered professional engineer.

### " **PRELIMINARY LANDSCAPE PLAN (submit 8- 24"x36" copies and 20 - 11"x17" copies)**

- " Scale (not greater than 1"=100'), north arrow, site boundary
- " Existing and proposed streets
- " Existing and proposed utilities and easements
- " Existing 2' contours
- " General grading concepts for proposed improvements, typical cross sections of streets and special treatment areas
- " Describe the design intention and how the proposal is consistent with the purpose and intent of these regulations
- " Existing site features
- " Proposed landscaping
- " Areas to be irrigated and method of irrigation
- " Typical detail drawings at 1"=20' to illustrate perimeter treatment, buffering, typical front yard, and any special treatment areas on the site
- " Proposed public and private open space with information about how it will be maintained

SKETCH PLAN/PRELIMINARY PLAT	
"	<b>PRELIMINARY OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8-24"x36" copies and 20 - 11"x17" copies)</b> combine with preliminary landscape plan if possible
"	Scale (not greater than 1"=100'), north arrow, site boundary
"	Existing and proposed streets
"	Existing and proposed utilities and easements
"	Existing 2' contours
"	Existing site features
"	Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or other resources indicating how they will be preserved and integrated into the design of the development
"	Species of wildlife using the area, times/seasons area is to be used and the "value" the area provides for the species
"	Wildlife travel corridor
"	General ecological functions provided by the site and its features
"	Bank, shoreline and high water mark of any perennial stream or body of water on the site
"	Open space network and pedestrian circulation system - show how they will function within the proposed development
"	Areas to be irrigated and method of irrigation
"	Areas considered open space and if they will be public or private
"	Open space use and method of maintenance
"	Conceptual design for neighborhood park (if applicable)
"	Description of the design intention and how the proposal is consistent with the purpose and intent of the open space regulations
"	<b>TRAFFIC STUDY (submit 3 copies)</b> - must be prepared by a professional traffic engineer.
"	<b>DRAFT OF PROPOSED COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES (submit 3 copies)</b>
"	<b>MINERAL, OIL AND GAS RIGHTS DOCUMENTATION (submit 3 copies)</b> - provide evidence that the surface owner has contacted the lessees of mineral, oil and gas rights associated with the site and is working towards a resolution. Include the name of the contact person, their phone number and mailing address.
"	<b>SOILS REPORT AND MAP (submit 3 copies)</b> - should be based on USDA Soils Conservation Service information and discuss the existing conditions and any potential constraints/hazards. Report should also address groundwater issues.
"	<b>GEOLOGIC REPORT (3 copies)</b> - <i>only required for areas that have the potential for subsidence.</i> The report should be prepared by a registered professional engineer or professional geologist with experience in mine subsidence. The report should address: " Site conditions " Geologic conditions " Engineering and geologic considerations " Limitations " Any necessary additional investigations
"	<b>COLORADO HISTORICAL SOCIETY RECORDS SEARCH (submit 3 copies)</b> - required only if specifically requested by the Town.
"	<b>PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 set of stamped, addressed, envelopes)</b>

TOWN BOARD ACTION – SKETCH PLAN/PRELIMINARY PLAT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## PROJECT EVALUATION WORKSHEET FOR SKETCH PLAN APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE	COMMENTS
<p>Look at the <i>Land Use Application Form</i>. Is the site within Milliken's Planning Area? Consider:</p> <ul style="list-style-type: none"> <li>• Is the proposal consistent with land use designations?</li> <li>• Is there a proposed school site on the property?</li> <li>• Is the site near an important gateway or travel corridor?</li> <li>• Is the property in the floodplain?</li> </ul>	
<p>Look at the <i>Context/Vicinity Map</i>. How does the property fit in with the surrounding area? Consider:</p> <ul style="list-style-type: none"> <li>• Compatibility with surrounding land uses</li> <li>• Proximity to major streets</li> <li>• Impact project will have on street system</li> <li>• How will the property obtain sewer/water service</li> <li>• How will the property provide for/tie in with the regional trail system</li> </ul>	
<p>Look at the <i>Conceptual Open Space and Ecological Characterization Plan</i>. Are the natural resources on the site protected? Are they integrated into the overall design for the project and the neighborhood? Is there an adequate buffer from sensitive areas? Does it meet the intent of the <i>Johnstown/Milliken Parks, Trails, Recreation, and Open Space Master Plan</i>?</p>	
<p>Look at the <i>Conceptual Landscape Plan</i>. Does it illustrate the overall design concept for landscaping and show how it relates to the development? Will it enhance the special/natural areas?</p>	

ISSUE	COMMENTS
Review the <i>General Development Information</i> . Are you comfortable with the proposed sketch plan as it is described?	
Does the sketch plan application adequately address any areas of concern mentioned in the soils report and map?	
Has a geologic report been submitted? Has the sketch plan application adequately addressed any areas of concern mentioned in the geologic report?	
Additional comments:	

SKETCH PLAN REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	Proposed Land Use and Zoning Issues		
	<p>Does the sketch plan further the goals and policies of the <i>Milliken Comprehensive Plan</i> including:</p> <ol style="list-style-type: none"> <li>1. The proposed development promotes Milliken's small town, rural character.</li> <li>2. Proposed residential development adds diversity to Milliken's housing supply.</li> <li>3. Proposed commercial development will benefit Milliken's economic base.</li> <li>4. Parks and open space are incorporated into the site design.</li> <li>5. The proposed project protects Milliken's environmental quality.</li> <li>6. The development enhances cultural, historical, educational and/or human service opportunities.</li> </ol>	"	Yes " No Comments:
B.	The sketch plan represents a functional system of land use and is consistent with the rationale and criteria set forth in the code, the <i>Milliken Comprehensive Plan</i> and <i>Milliken Design Guidelines</i> . This item should be evaluated using the Visioning Worksheet completed at the Planning Commission Visioning Meeting.	"	Yes " No Comments:
C.	The utility and transportation design is adequate, given existing and planning capacities of those systems.	"	Yes " No Comments:
D.	Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	"	Yes " No Comments:
E.	There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.	"	Yes " No Comments:

## PROJECT EVALUATION WORKSHEET FOR PRELIMINARY PLAT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

PRELIMINARY PLAT REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in the Code and the <i>Milliken Comprehensive Plan</i> .	" Yes " No	Comments:
B.	The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.	" Yes " No	Comments:
C.	<p>The land use mix within the project conforms to Milliken's <i>Zoning District Map</i> and <i>Land Use and Public Facilities Map</i> and furthers the goals and policies of the <i>Milliken Comprehensive Plan</i> including:</p> <ol style="list-style-type: none"> <li>1. The proposed development promotes Milliken's small town, rural character.</li> <li>2. Proposed residential development adds diversity to Milliken's housing supply.</li> <li>3. Proposed commercial development will benefit Milliken's economic base.</li> <li>4. Parks and open space are incorporated into the site design.</li> <li>5. The proposed project protects Milliken's environmental quality.</li> <li>6. The development enhances cultural, historical, educational and/or human service opportunities.</li> </ol>	" Yes " No	Comments:
D.	The utility and transportation design is adequate, given existing and planning capacities of those systems.	" Yes " No	Comments:
E.	Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	" Yes " No	Comments:
F.	There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.	" Yes " No	Comments:



## PROJECT EVALUATION WORKSHEET FOR FINAL PLAT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

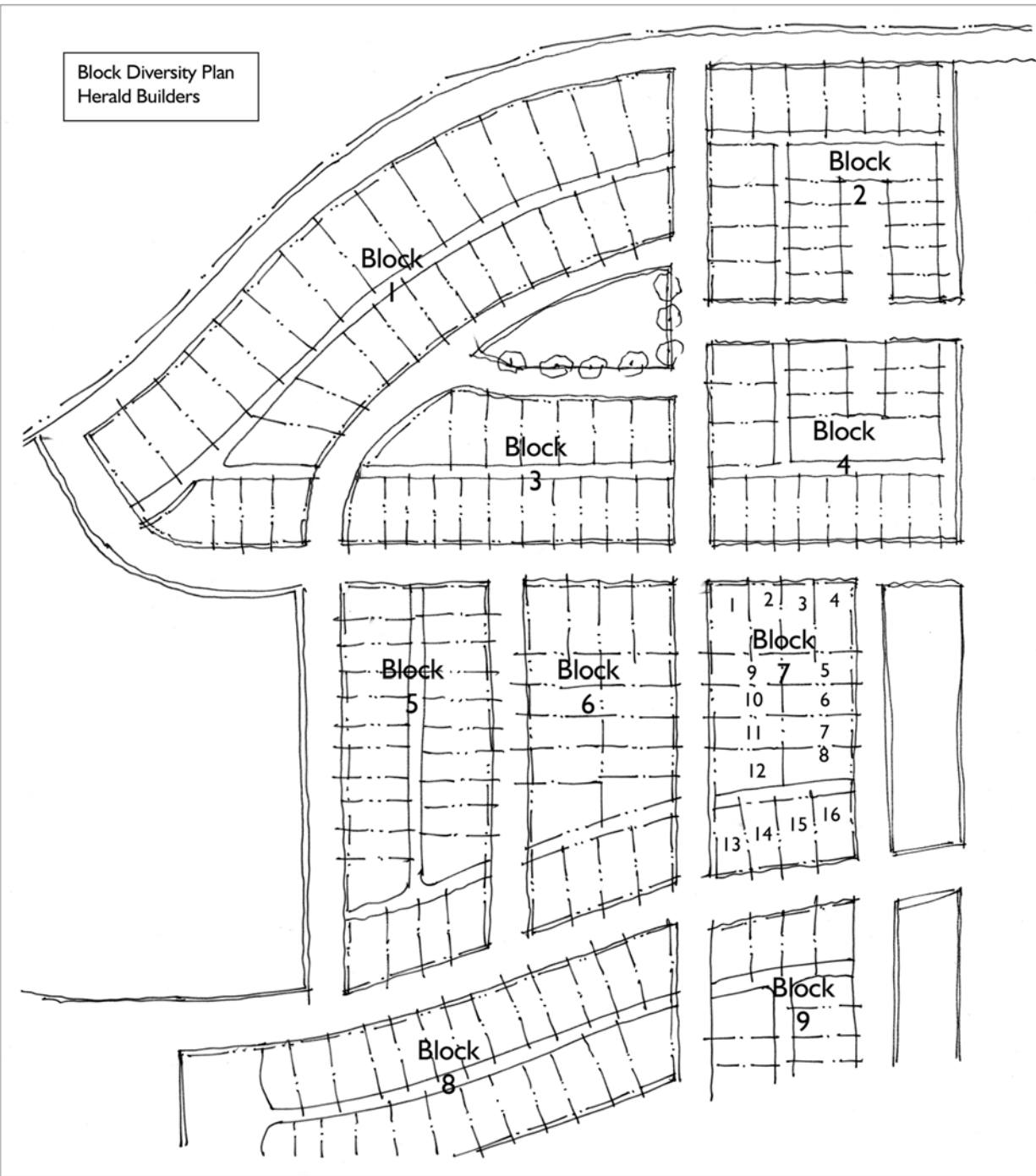
FINAL PLAT REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
The final plat conforms to the approved preliminary plat and incorporates recommended changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.	" Yes " No Comments:
The development will substantially comply with the <i>Community Design Principles and Development Standards</i> (Article 2). It may help to refer to the preliminary plat project evaluation worksheet.	" Yes " No Comments:
All applicable technical standards have been met. The comments from staff, referral parties, attorney, engineer, and planner have been adequately addressed and incorporated into the final plat.	" Yes " No Comments:

## PROJECT EVALUATION WORKSHEET FOR SKETCH PLAN / PRELIMINARY PLAT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

SKETCH PLAN / PRELIMINARY PLAT REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	The land use mix within the project conforms to Milliken's <i>Zoning District Map</i> and <i>Johnstown/Milliken Parks, Trails, Recreation, and Open Space Master Plan</i> and furthers the goals and policies of the <i>Milliken Comprehensive Plan</i> including: <div style="margin-left: 20px;">                                 1. The proposed development will preserve open space, environmental resources and/or agricultural land.                                  2. The proposed development promotes Milliken's small town, rural character.                                  3. Proposed residential development adds diversity to Milliken's housing supply.                                  4. Parks and open space are incorporated into the site design.                                  5. The proposed project protects Milliken's environmental quality.                                  6. The development enhances cultural, historical, educational and/or human service opportunities.                             </div>	" Yes	" No    Comments:
B.	The sketch plan/preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in the Code, the <i>Milliken Comprehensive Plan</i> and the Community Design Principles and Development Standards (Article 2 of the Code).	" Yes	" No    Comments:
C.	The utility and transportation design is adequate, given existing and planning capacities of those systems.	" Yes	" No    Comments:
D.	Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	" Yes	" No    Comments:
E.	There is a need or desirability with the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.	" Yes	" No    Comments:





Sample Block Diversity Map  
to be submitted by the Builder/  
Developer, to illustrate housing  
mix.

## **Section 4 – Rural Subdivisions**

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### SKETCH PLAN/PRELIMINARY PLAT (FOR RURAL SUBDIVISIONS)

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> " Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies. " Applicant's certification that list is complete and accurate.
"	<b>CONTEXT/VICINITY MAP (submit 8 - 24"x36" copies and 20 – 11"x17" copies)</b> – Shall show the proposed development in relation to the surrounding area (1½ mile radius around the property) and the following information: " Title of project " North arrow, scale (not greater than 1"=1000') and date of preparation " Boundary of proposed project " Existing or proposed land uses for the properties shown on the map (labeled) " Major streets " Existing public water and sewer lines and proposed connections " Regional open space/trail networks per the <i>Milliken Comprehensive Plan</i> " Major ditches, rivers and bodies of water " Identify adjacent property owner by subdivision name or zoning district

**SKETCH PLAN/PRELIMINARY PLAT (FOR RURAL SUBDIVISIONS)**

"	<b>SKETCH PLAN/PRELIMINARY PLAT (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b>
"	Title of project
"	North arrow, scale (not greater than 1"=100') and date of preparation
"	Vicinity map
"	Names and addresses of owners, applicant, designers, engineers and surveyors
"	Legal description
"	Total acreage of property
"	Existing contours at 2' intervals
"	Name and location of abutting subdivisions or owners of abutting property
"	Lots, blocks, and street layout with approximate dimensions and square footage for each lot
"	Consecutive numbering of all lots and blocks
"	Existing and proposed rights-of-way and easements on and adjacent to the property
"	Existing and proposed street names for all streets on and adjacent to the property
"	Existing and proposed zoning on and adjacent to property
"	Location and size of existing and proposed water and sewer lines and fire hydrants
"	Existing and proposed curb cuts on and adjacent to subject property
"	Location by field survey or aerial photography of existing and proposed watercourses and bodies of water such as irrigation ditches and lakes. Watercourses should include direction of flow.
"	Floodplain boundary with a note regarding the source of information
"	General location of existing surface improvements such as buildings, fences or other structures that will remain on the property as part of the subdivision
"	Location and acreage of sites to be dedicated for parks, playgrounds, schools or other public uses
"	Location, function and ownership and manner of maintenance of any private open space
"	Land use table - the table should include: land uses, approximate acreage of each land use, and percentage of each land use
"	Total number of lots
"	Number of each type of dwelling unit proposed

**SKETCH PLAN/PRELIMINARY PLAT (FOR RURAL SUBDIVISIONS)**

"	<b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies)</b> - a written description which addresses the following: <ul style="list-style-type: none"><li>" Design rationale</li><li>" Price ranges of lots and dwelling units</li><li>" Water supply information including: the number of water taps needed; the amount of raw water that will be turned over to the town</li><li>" Statement indicating whether or not any commercial mineral deposits are located on the site</li><li>" Description of any floodplain hazards on the site</li><li>" Explanation of how the plan is consistent with the <i>Milliken Land Use Code</i> and <i>Milliken Comprehensive Plan</i></li></ul>
"	<b>PRELIMINARY GRADING AND DRAINAGE PLAN AND REPORT (submit 8 copies)</b> - this plan and report must be certified by a registered professional engineer, including storm drainage concepts such as locations for on-site detention or downstream structural improvements and soil erosion and sedimentation control plans and specifications. It must also discuss the impacts on and to any existing floodways on and adjacent to the site as well as any FEMA application required.
"	<b>MASTER UTILITY PLAN (submit 8 copies)</b> - this plan should be prepared by a registered professional engineer.

"	<p><b>PRELIMINARY LANDSCAPE PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b></p> <p>" Scale (not greater than 1"=100'), north arrow, site boundary</p> <p>" Existing and proposed streets</p> <p>" Existing and proposed utilities and easements</p> <p>" Existing 2' contours</p> <p>" General grading concepts for proposed improvements, typical cross sections of streets and special treatment areas</p> <p>" Describe the design intention and how the proposal is consistent with the purpose and intent of these regulations</p> <p>" Existing site features</p> <p>" Proposed landscaping</p> <p>" Areas to be irrigated and method of irrigation</p> <p>" Typical detail drawings at 1"=20' to illustrate perimeter treatment, buffering, typical front yard, and any special treatment areas on the site</p> <p>" Proposed public and private open space with information about how it will be maintained</p>
"	<p><b>PRELIMINARY OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> combine with preliminary landscape plan if possible</p> <p>" Scale (not greater than 1"=100'), north arrow, site boundary</p> <p>" Existing and proposed streets</p> <p>" Existing and proposed utilities and easements</p> <p>" Existing 2' contours</p> <p>" Existing site features</p> <p>" Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or other resources indicating how they will be preserved and integrated into the design of the development</p> <p>" Species of wildlife using the area, times/seasons area is to be used and the "value" the area provides for the species</p> <p>" Wildlife travel corridor</p> <p>" General ecological functions provided by the site and its features</p> <p>" Bank, shoreline and high water mark of any perennial stream or body of water on the site</p> <p>" Open space network and pedestrian circulation system - show how they will function within the proposed development</p> <p>" Areas to be irrigated and method of irrigation</p> <p>" Areas considered open space and if they will be public or private</p> <p>" Open space use and method of maintenance</p> <p>" Conceptual design for neighborhood park (if applicable)</p> <p>" Description of the design intention and how the proposal is consistent with the purpose and intent of the open space regulations</p>
"	<p><b>TRAFFIC STUDY (submit 3 copies)</b> - must be prepared by a professional traffic engineer.</p>
"	<p><b>DRAFT OF PROPOSED COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES (submit 3 copies)</b></p>



SKETCH PLAN/PRELIMINARY PLAT (FOR RURAL SUBDIVISIONS)	
"	<b>MINERAL, OIL AND GAS RIGHTS DOCUMENTATION (submit 3 copies)</b> - provide evidence that the surface owner has contacted the lessees of mineral, oil and gas rights associated with the site and is working towards a resolution. Include the name of the contact person, their phone number and mailing address.
"	<b>SOILS REPORT AND MAP (submit 3 copies)</b> - should be based on USDA Soils Conservation Service information and discuss the existing conditions and any potential constraints/hazards. Report should also address groundwater issues.
"	<b>GEOLOGIC REPORT (submit 3 copies)</b> - <i>only required for areas that have the potential for subsidence</i> . The report should be prepared by a registered professional engineer or professional geologist with experience in mine subsidence. The report should address: " Site conditions " Geologic conditions " Engineering and geologic considerations " Limitations " Any necessary additional investigations
"	<b>COLORADO HISTORICAL SOCIETY RECORDS SEARCH (submit 3 copies)</b> - required only if specifically requested by the Town.
"	<b>PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 et of stamped, addressed envelopes)</b>

TOWN BOARD ACTION - SKETCH PLAN/PRELIMINARY PLAT (FOR RURAL SUBDIVISIONS)	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### FINAL PLAT

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> " Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies. " Applicant's certification that list is complete and accurate.
"	<b>FINAL PLAT MAP (submit 8 - 24"x36" copies AND 20 - 11"x17" copies)</b> " Title of project " North arrow, scale (not greater than 1"=100') and date of preparation " Vicinity map " Legal description " Basis for establishing bearing " Names and addresses of owners, applicant, designers, engineers and surveyors " Total acreage of subdivision " Bearings, distances, chords, radii, central angles and tangent links for the perimeter and all lots, blocks, rights-of-way and easements " Lot and block numbers, numbered in consecutive order, and square footage of each lot or tract " Excepted parcels from inclusion noted as "not included in this subdivision" and the boundary completely indicated by bearings and distances " Existing and proposed right-of-way in and adjacent to subject property " Existing and proposed street names for all streets on and adjacent to the property " Existing and proposed easements and their type in and adjacent to subject property " Location and description of monuments " Floodplain boundary with a note regarding the source of information " Signature block for registered land surveyor certifying to accuracy of boundary survey and plat " Signature block for certification of approval by the Board of Trustees with a signature block for the Mayor and Town Clerk " Signature blocks for utility providers " Certification of ownership and dedication of streets, rights-of-way, easements and public sites
"	<b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies)</b> - written description confirming that the final plat conforms with the preliminary plat and addressing how the proposed development conforms with the Community Design Principles and Development Standards.

## **FINAL PLAT**

### **" COMPLETE ENGINEERING PLANS AND SPECIFICATIONS (submit 3 sets of all documents)**

- " Construction plans and profiles
- " Structure details
- " Sewage collection and water supply distribution plans, profiles and specifications
- " Final drainage plans and reports
- " Final grading plan
- " Soils report
- " Final street lighting plan

### **" FINAL LANDSCAPE PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)**

- " Scale (not greater than 1"=50'), north arrow, site boundary
- " Existing and proposed streets
- " Existing and proposed utilities and easements
- " Existing 2' contours
- " Proposed 2' contours
- " Describe the design intention
- " Existing site features
- " Areas to be irrigated and method of irrigation
- " Proposed public and private open space with information about how it will be maintained
- " Detailed planting plan

### **" FINAL OPEN SPACE AND ECOLOGICAL CHARACTERIZATION PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies) combine with final landscape plan if possible**

- " Scale (not greater than 1"=50'), north arrow, site boundary
- " Existing and proposed streets
- " Existing and proposed utilities and easements
- " Existing 2' contours
- " Existing site features
- " Floodplains, wetlands, wildlife habitat, endangered species, archaeological/historic areas or her resources indicating how they will be preserved and integrated into the design of the development
- " Open space network and pedestrian circulation system - show how they will function within the proposed development
- " Areas to be irrigated and method of irrigation
- " Areas considered open space and if they will be public or private
- " Method of open space maintenance
- " Description of the design intention and how the proposal is consistent with the Preliminary Open Space Plan

### **" BLOCK DIVERSITY PLAN (submit 28 copies)**

### **" SPECIAL DOCUMENTS (submit 4 copies of each of the following, if requested by the Town)**

- " Special improvement district documents
- " Maintenance bonds
- " Special agreements (as may be required by the Town)
- " Work in Right-of-Way Permit
- " Floodplain Use Permit
- " Grading Permit
- " State Highway Utility Permit
- " State Highway Access Permit
- " Construction Dewatering Permit
- " 404 Permit
- " Air Pollution Emission Notice (APEN)
- " Work in Ditch Right-of-Way Permit
- " Rare Species Occurrence Survey
- " Memorandum of Agreement for Public Improvements (AGREEMENT)
- " General Warranty Deed
- " Improvements Guarantee
- " Approved Adjudication of Water Rights and a Plan of Augmentation
- " Protective Covenants, Homeowners' Association (HOA) Documents, Articles of Incorporation for HOA, and Architectural Design Guidelines
- " FEMA approved applications
- " Documentation showing who will own and maintain the open space
- " Documentation for the 2% public/semi-public land dedication requirements

**FINAL PLAT****" "CLEAN" FINAL PLAT MAP FOR ADDRESSING (submit 3 - 24"x36" copies)**

- " Title of project
- " North arrow, scale (not greater than 1"=100') and date of preparation
- " Vicinity map
- " Lot and block numbers, numbered in consecutive order
- " Rights-of-way and street names
- " Property boundary

**TOWN BOARD ACTION – FINAL PLAT**

APPROVED:

DATE:

DISAPPROVED:

DATE:

CONDITIONALLY APPROVED:

DATE:

COMMENTS:

SIGNATURE OF MAYOR

## PROJECT EVALUATION WORKSHEET FOR SKETCH PLAN / PRELIMINARY PLAT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

SKETCH PLAN / PRELIMINARY PLAT REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	<p>The land use mix within the project conforms to Milliken's <i>Zoning District Map</i> and <i>Land Use and Public Facilities Map</i> and furthers the goals and policies of the <i>Milliken Comprehensive Plan</i> including:</p> <ol style="list-style-type: none"> <li>1. The proposed development will preserve open space, environmental resources and/or agricultural land.</li> <li>2. The proposed development promotes Milliken's small town, rural character.</li> <li>3. Proposed residential development adds diversity to Milliken's housing supply.</li> <li>4. Parks and open space are incorporated into the site design.</li> <li>5. The proposed project protects Milliken's environmental quality.</li> <li>6. The development enhances cultural, historical, educational and/or human service opportunities.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Comments:	
B.	<p>The sketch plan/preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in the Code, the <i>Milliken Comprehensive Plan</i> and the Community Design Principles and Development Standards (Article 2 of the Code).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Comments:	
C.	<p>The utility and transportation design is adequate, given existing and planning capacities of those systems.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Comments:	
D.	<p>Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Comments:	
E.	<p>There is a need or desirability with the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Comments:	

## PROJECT EVALUATION WORKSHEET FOR FINAL PLAT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

FINAL PLAT REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
<p>The final plat conforms to the approved preliminary plat and incorporates recommended changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.</p>	<p>" Yes   " No   Comments:</p>
<p>The development will substantially comply with the <i>Community Design Principles and Development Standards</i> (Article 2). It may help to refer to the preliminary plat project evaluation worksheet.</p>	<p>" Yes   " No   Comments:</p>
<p>All applicable technical standards have been met. The comments from staff, referral parties, attorney, engineer, and planner have been adequately addressed and incorporated into the final plat.</p>	<p>" Yes   " No   Comments:</p>

## **Section 5 – Minor Subdivisions**

## SUBDIVISIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### MINOR SUBDIVISION PLAT

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SUBDIVISIONS - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> " Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies. " Applicant's certification that list is complete and accurate.
"	<b>MINOR SUBDIVISION PLAT MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> " Title of project " North arrow, scale (not greater than 1"=100') and date of preparation " Vicinity map " Legal description " Basis for establishing bearing " Names and addresses of owners, applicant, designers, engineers and surveyors " Total acreage of subdivision " Bearings, distances, chords, radii, central angles and tangent links for the perimeter and all lots, blocks, rights-of-way and easements " Lot and block numbers, numbered in consecutive order, and square footage of each lot or tract " Excepted parcels from inclusion noted as "not included in this subdivision" and the boundary completely indicated by bearings and distances " Existing rights-of-way in and adjacent to subject property " Existing easements and their type in and adjacent to subject property " Location and description of monuments " Floodplain boundary with a note regarding the source of information " Signature block for registered land surveyor certifying to accuracy of boundary survey and plat " Signature block for utility providers " Signature block for certification of approval by the Board of Trustees with a signature block for the Mayor and Town Clerk " Certification of ownership
"	<b>GENERAL DEVELOPMENT INFORMATION (submit 28 copies)</b> - written description addressing how the proposed development conforms to the Community Design Principles and Development Standards.



**TOWN BOARD ACTION – MINOR SUBDIVISION PLAT**

APPROVED:

DATE:

DISAPPROVED:

DATE:

CONDITIONALLY APPROVED:

DATE:	
-------	--

COMMENTS:

SIGNATURE OF MAYOR

## PROJECT EVALUATION WORKSHEET FOR MINOR SUBDIVISION APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

MINOR SUBDIVISION REVIEW CRITERIA		
CRITERION	HAS CRITERION BEEN MET?	
<p>A. All of the following conditions exist:</p> <ol style="list-style-type: none"> <li>1. The property has previously been platted within the Town;</li> <li>2. There is no public right-of-way dedication;</li> <li>3. The resulting subdivision will produce ten (5) or fewer lots; <u>and</u></li> <li>4. There will be no exceptions to the Subdivision Design Standards.</li> <li>or</li> <li>5. The property is to be subdivided for conveyance purposes only; <u>and</u></li> <li>6. There is no public right-of-way dedication.</li> </ol>	"	Yes " No Comments:
<p>B. Zoning:</p> <ol style="list-style-type: none"> <li>1. Use is permitted in zoning district</li> <li>2. Project conforms to the density and dimensional standards (16-3-490) including setbacks, floor area ratio, building height, etc.</li> </ol>	"	Yes " No Comments:
<p>C. Lots and Blocks (16-2-40)</p> <ol style="list-style-type: none"> <li>1. Block pattern considers topography, solar orientation, views, traffic circulation</li> <li>2. Project complies with lot dimension and configuration standards</li> </ol>	"	Yes " No Comments:
<p>D. Streets (16-2-110 – 16-2-175)</p> <ol style="list-style-type: none"> <li>1. Streets interconnect, bear logical relationship to topography, join with planned or existing streets</li> <li>2. Tree-lined streets (except rural roads and alleys)</li> <li>3. Complies with street standards.</li> </ol>	"	Yes " No Comments:

MINOR SUBDIVISION REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
E. Parking (16-2-810)	<ul style="list-style-type: none"> <li>1. Parking does not dominate the frontage of pedestrian-oriented streets, interfere with pedestrian routes or negatively impact surrounding neighborhoods</li> <li>2. Parking located to rear or side of building whenever possible</li> <li>3. Off-street parking designed so vehicles may exit without backing onto a public street</li> <li>4. Adequate paved off-street parking provided</li> <li>5. Sufficient number of parking spaces</li> <li>6. Adequate bicycle parking provided</li> </ul>	" Yes	" No    Comments:
F. Sidewalks, Multi-Use Pathways and Trails (16-2-310)	<ul style="list-style-type: none"> <li>1. Interconnected network of sidewalks</li> </ul>	" Yes	" No    Comments:
G. Easement and Utility Standards (16-2-315)	<ul style="list-style-type: none"> <li>1. Utility easements conform to standards</li> <li>2. Utility services permit multiple installations within easements</li> <li>3. Utilities placed underground, outside of tree lawn</li> </ul>	" Yes	" No    Comments:
H. Landscaping (16-2-410 – 16-2-475):	<ul style="list-style-type: none"> <li>1. Reinforces identity of community</li> <li>2. Provides tree-lined streets in urban areas</li> <li>3. Anchors buildings in the landscape</li> <li>4. Provides tree canopies within paved areas</li> <li>5. Is environmentally sensitive by preserving existing trees, using water conservation techniques, planting native species (when appropriate), and enhancing valuable habitat</li> <li>6. Complies with landscaping design standards</li> </ul>	" Yes	" No    Comments:
I. Buffering and Screening (16-2-480)	<ul style="list-style-type: none"> <li>1. Buffer (combination of berming, planting and fencing) used to provide attractive transition/minimize conflicts between adjacent land uses</li> </ul>	" Yes	" No    Comments:
J. Fencing (16-2-485)	<ul style="list-style-type: none"> <li>1. Fencing architecturally compatible with the style, materials and colors of the principal buildings on the lot</li> <li>2. Fence complies with height limitations</li> </ul>	" Yes	" No    Comments:
K. Architecture (16-2-510 – 16-2-735) and Design Vocabulary (16-2-835)	<ul style="list-style-type: none"> <li>1. Consistent with Design Vocabulary – enhances Milliken’s character</li> <li>2. Complies with architectural standards – building orientation, connections, accessible to pedestrians, wall articulation, facade treatment, screening of exhaust pipes, trash receptacles, etc.</li> </ul>	" Yes	" No    Comments:

MINOR SUBDIVISION REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
L.	Lighting (16-2-810) 1. All lights directed downward and light source is equipped with “cut-off” devices so that it will not be visible from any adjacent property; ambient skyward light is eliminated 2. Hours of lighting operation comply with 16-2-810 3. Height of freestanding and building-mounted light fixtures complies with standards 4. Appropriate lighting for trails and parking areas	"	Yes " No Comments:
M.	Environment (16-2-815) 1. Wildlife and natural areas protected and adequately buffered	"	Yes " No Comments
N.	Sanitary Sewer (16-2-820) 1. Connected to public sanitary sewer system of sufficient size and design to collect all sewage	"	Yes " No Comments
O.	Potable Water (16-2-825) 1. Connected to public water system of sufficient size and design to supply potable water to each structure or lot	"	Yes " No Comments
P.	Staff and Referral Comments 1. Applicant sufficiently resolved all staff and referral agency comments	"	Yes " No Comments

## **Section 6 – Planned Unit Developments**

## PLANNED UNIT DEVELOPMENT – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### SKETCH PUD DEVELOPMENT PLAN

" PUD APPLICATION FEE AND FEE AGREEMENT

" WRITTEN STATEMENT (submit 28 copies) – Which includes the following:

- " List all subdivision regulation exceptions proposed for the PUD and how the proposal complies with the Community Design and Development Standards
- " Identify the underlying zoning district(s) for the property and describe any proposed modifications and/or restrictions to the allowed uses and/or standards within the district(s). If any special uses are requested, explain how the special use review criteria (refer to Section 16-3-500) will be addressed.
- " Identify and explain the benefits which will be provided by the PUD to offset the impact of the modifications requested (i.e., if the minimum lot size is decreased, additional functional, centrally located common open space will be provided; or if the width of the local street right-of-way is decreased by eliminating on-street parking, then there will be designated parking areas with 300 feet of all residences, etc.). All proposed benefits must offset the proposed modifications
- " Explain how the proposed PUD will be compatible with adjacent neighborhoods, which now exist or are proposed in the future. Describe any proposed buffering techniques, which serve to achieve such compatibility.
- " Provide any additional relevant information, which the Town may deem necessary.

## PLANNED UNIT DEVELOPMENT – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### PRELIMINARY PUD DEVELOPMENT PLAN

#### " PUD APPLICATION FEE AND FEE AGREEMENT

#### " WRITTEN STATEMENT – Which includes the following:

List all subdivision regulation exceptions being proposed for the PUD and explain why such exceptions are justified. Identify the underlying zoning district(s) for the property and describe any proposed modifications and/or restrictions to the allowed uses and/or standards within the district(s). Provide a comparison between the proposed preliminary PUD plan to the elements and standards of the underlying zone district(s) as contained in this Code. If any special uses are requested, explain how the special use review criteria (refer to Section 16-3-500) will be addressed.

" Describe how the proposed PUD overlay rezoning satisfies one or more of the criteria for amendments to the Official Zoning Map (Section 16-3-530).

" Identify and explain the benefits which will be provided by the PUD to offset the impact of the modifications requested. The proposed benefits must offset the proposed modifications.

" Explain how the proposed PUD will be compatible with adjacent neighborhoods, which now exist or are proposed in the future. Describe buffering techniques, which serve to achieve such compatibility.

" An explanation of how the preliminary PUD development plan is consistent with the sketch PUD development plan, or if there are differences, the rationale for the changes.

" Draft copies of owners' association documents (covenants, conditions, restrictions and any architectural design guidelines) that provide an acceptable program for the continuing maintenance of open space, recreational areas, walkways, and private streets within the PUD; that detail the type of organizational structure responsible for such ongoing maintenance; and that provide for architectural review based on the design guidelines.

" Any additional relevant information which the Town may deem necessary.

#### " PRELIMINARY PUD PLAN – Using the preliminary plat map as a base include a clear graphic representation of:

" All principal, special, and accessory uses within each land use category within the PUD, i.e., single-family, multi-family, commercial, etc., either listed specifically or by reference to the zoning districts within the Town of Frederick. In particular, note any modifications to the principal, special, and accessory uses of the underlying zone district(s).

" Standards for principal and accessory uses within each land use category, to include:

" Minimum lot area

" Any additional relevant information which the Town may deem necessary

" Maximum lot coverage

" Maximum floor area ratio (total floor area to total lot area)

" Maximum building height

" Parking requirements for principal, accessory, and special uses

" Proposed phasing for the development

## PLANNED UNIT DEVELOPMENT – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

<b>FINAL PUD DEVELOPMENT PLAN</b>	
"	<b>APPLICATION FEE AND FEE AGREEMENT</b>
"	<p><b>WRITTEN STATEMENT</b> – Which includes the following:</p> <p style="margin-left: 20px;">" Written PUD description as part of the general development information, based on the materials submitted for the preliminary PUD development plan and on comments received from the Town at the time of preliminary plan review.</p> <p style="margin-left: 20px;">" List all subdivision regulation exceptions being proposed for the PUD and explain why such exceptions are justified.</p> <p style="margin-left: 20px;">" Identify the underlying zoning district(s) for the property and describe any proposed modifications and/or restrictions to the allowed uses and/or standards within the district(s). Provide a comparison between the proposed final PUD plan to the elements and standards of the underlying zone district(s) as contained in this Code. If any special uses are requested, explain how the special use review criteria (refer to Section 16-3-500) will be addressed.</p> <p style="margin-left: 20px;">" Describe how the proposed PUD overlay rezoning satisfies one or more of the criteria for amendments to the Official Zoning Map (Section 16-3-530).</p> <p style="margin-left: 20px;">" Identify and explain the benefits which will be provided by the PUD to offset the impact of the modifications requested. The proposed benefits must offset the proposed modifications.</p> <p style="margin-left: 20px;">" Explain how the proposed PUD will be compatible with adjacent neighborhoods, which now exist or are proposed in the future. Describe buffering techniques, which serve to achieve such compatibility.</p> <p style="margin-left: 20px;">" An explanation of how the final PUD development plan is consistent with the preliminary PUD development plan, or if there are differences, the rationale for the changes.</p> <p style="margin-left: 20px;">" Copies of owners' association documents (covenants, conditions, restrictions and any architectural design guidelines) that provide an acceptable program for the continuing maintenance of open space, recreational areas, walkways, and private streets within the PUD; that detail the type of organizational structure responsible for such ongoing maintenance; and that provide for architectural review based on the design guidelines.</p> <p style="margin-left: 20px;">" Provide any additional relevant information, which the Town may deem necessary.</p>
"	<p><b>FINAL PUD PLAN</b> – Using the final plat map as a base include a clear graphic representation of:</p> <p style="margin-left: 20px;">" All principal, special, and accessory uses within each land use category within the PUD, i.e., single-family, multi-family, commercial, etc., either listed specifically or by reference to the zoning districts within the Town of Frederick. In particular, note any modifications to the principal, special, and accessory uses of the underlying zone district(s).</p> <p style="margin-left: 20px;">" Standards for principal and accessory uses within each land use category, to include:</p> <div style="margin-left: 40px;"> <p>" Minimum lot area</p> <p>" Any additional relevant information which the Town may deem necessary</p> <p>" Maximum lot coverage</p> <p>" Maximum floor area ratio (total floor area to total lot area)</p> <p>" Maximum building height</p> <p>" Parking requirements for principal, accessory, and special uses.</p> </div> <p style="margin-left: 20px;">" Proposed phasing for the development.</p>



TOWN BOARD ACTION – FINAL PUD DEVELOPMENT PLAT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR	

## PROJECT EVALUATION WORKSHEET FOR PUD SKETCH PLAN APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE	COMMENTS
<p>Look at the <i>Land Use Application Form</i>. Is the site within Milliken's Planning Area? Consider:</p> <ul style="list-style-type: none"> <li>• Is the proposal consistent with land use designations?</li> <li>• Is there a proposed school site on the property?</li> <li>• Is the site near an important gateway or travel corridor?</li> <li>• Is the property in the floodplain?</li> </ul>	
<p>Look at the <i>Context/Vicinity Map</i>. How does the property fit in with the surrounding area? Consider:</p> <ul style="list-style-type: none"> <li>• Compatibility with surrounding land uses</li> <li>• Proximity to major streets</li> <li>• Impact project will have on street system</li> <li>• How will the property obtain sewer/water service</li> <li>• How will the property provide for/tie in with the regional trail system</li> </ul>	
<p>Look at the <i>Conceptual Open Space and Ecological Characterization Plan</i>. Are the natural resources on the site protected? Are they integrated into the overall design for the project and the neighborhood? Is there an adequate buffer from sensitive areas? Does it meet the intent of the <i>Johnstown/Milliken Parks, Trails, Recreation, and Open Space Master Plan</i>?</p>	
<p>Look at the <i>Conceptual Landscape Plan</i>. Does it illustrate the overall design concept for landscaping and show how it relates to the development? Will it enhance the special/natural areas?</p>	

ISSUE	COMMENTS
Review the <i>General Development Information</i> . Are you comfortable with the proposed sketch plan as it is described?	
Does the sketch plan application adequately address any areas of concern mentioned in the soils report and map?	
Has a geologic report been submitted? Has the sketch plan application adequately addressed any areas of concern mentioned in the geologic report?	
Additional comments:	

PUD SKETCH PLAN REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	Proposed Land Use and Zoning Issues		
B.	<p>Does the sketch plan further the goals and policies of the <i>Milliken Comprehensive Plan</i> including:</p> <ol style="list-style-type: none"> <li>1. The proposed development promotes Milliken's small town, rural character.</li> <li>2. Proposed residential development adds diversity to Milliken's housing supply.</li> <li>3. Proposed commercial development will benefit Milliken's economic base.</li> <li>4. Parks and open space are incorporated into the site design.</li> <li>5. The proposed project protects Milliken's environmental quality.</li> <li>6. The development enhances cultural, historical, educational and/or human service opportunities.</li> </ol>	"	Yes " No Comments:
C.	The sketch plan represents a functional system of land use and is consistent with the rationale and criteria set forth in the code, the <i>Milliken Comprehensive Plan</i> and <i>Milliken Design Guidelines</i> . This item should be evaluated using the Visioning Worksheet completed at the Planning Commission Visioning Meeting.	"	Yes " No Comments:
D.	The utility and transportation design is adequate, given existing and planning capacities of those systems.	"	Yes " No Comments:
E.	Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	"	Yes " No Comments:
F.	There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.	"	Yes " No Comments:
G.	All PUD applications shall include a gross land area of not less than two (2) acres, except in the R-M and R-MH Districts, where the gross land area shall not be less than six (6) acres. Upon the specific request of the landowner or upon the recommendation of the Board of Trustees, the two-acre requirement set forth in this Section may be waived if, after considering the land use requested, the Board of Trustees finds that such waiver would be beneficial to the Town and foster the objectives of this Code.	"	Yes " No Comments:
H.	The area of land for the PUD may be controlled by one (1) or more landowners and must be developed under unified control or a unified plan of development.	"	Yes " No Comments:

PUD SKETCH PLAN REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
<p>I. Sketch PUD Development Plan Review Criteria. The following review criteria will be used by the Staff, Planning Commission and Board of Trustees to evaluate all PUD applications at the time of sketch PUD plan/sketch plan review:</p> <ol style="list-style-type: none"> <li>1. The proposed benefits offset the proposed exceptions to the zoning and subdivision standards, and that such exceptions are in the best interest of the public health, safety and welfare.</li> <li>2. The proposed PUD conforms to the PUD restrictions, and the proposed zoning is compatible with the surrounding land uses.</li> <li>3. The PUD proposes creative and innovative design and high quality development, thereby protecting and promoting public safety, convenience, health and general welfare.</li> <li>4. The uses and densities in the proposed PUD are compatible, and will be effectively integrated with adjacent neighborhoods that now exist or are proposed in the future.</li> <li>5. The proposed PUD is in general conformance with the Comprehensive Plan, Community Design and Development Standards and the Johnstown/Milliken Parks, Trails, Recreation and Open Space Master Plan and the criteria as set forth in Section 16-2-20 of this Code.</li> <li>6. One (1) or more of the criteria for amendment of the official zoning map has been satisfied.</li> </ol>	<p>" Yes " No Comments:</p>

## PROJECT EVALUATION WORKSHEET FOR PRELIMINARY PUD APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

PRELIMINARY PUD REVIEW CRITERIA			
CRITERION		HAS CRITERION BEEN MET?	
A.	The preliminary PUD represents a functional system of land use and is consistent with the rationale and criteria set forth in the Code and the <i>Milliken Comprehensive Plan</i> .	" Yes	" No    Comments:
B.	The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.	" Yes	" No    Comments:
C.	<p>The land use mix within the project conforms to Milliken's <i>Zoning District Map</i> and <i>Land Use and Public Facilities Map</i> and furthers the goals and policies of the <i>Milliken Comprehensive Plan</i> including:</p> <ol style="list-style-type: none"> <li>1. The proposed development promotes Milliken's small town, rural character.</li> <li>2. Proposed residential development adds diversity to Milliken's housing supply.</li> <li>3. Proposed commercial development will benefit Milliken's economic base.</li> <li>4. Parks and open space are incorporated into the site design.</li> <li>5. The proposed project protects Milliken's environmental quality.</li> <li>6. The development enhances cultural, historical, educational and/or human service opportunities.</li> </ol>	" Yes	" No    Comments:
D.	The utility and transportation design is adequate, given existing and planning capacities of those systems.	" Yes	" No    Comments:
E.	Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	" Yes	" No    Comments:

PRELIMINARY PUD REVIEW CRITERIA		
CRITERION	HAS CRITERION BEEN MET?	
F. There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within Milliken, according to Milliken's goals.	" Yes	" No    Comments:
G. Preliminary PUD Development Plan Review Criteria. In addition to all of the review criteria for a sketch PUD development plan, the following review criteria will be used by the Town Staff and Board of Trustees to evaluate all PUD applications at the time of preliminary PUD plan/preliminary plat:  1. The preliminary PUD development plan is substantially consistent with the sketch development plan as approved by the Board of Trustees. 2. All sketch PUD development plan conditions of approval have been adequately addressed on the preliminary PUD development plan.	" Yes	" No    Comments:

## PROJECT EVALUATION WORKSHEET FOR FINAL PUD APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

FINAL PUD REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. The final PUD conforms to the approved preliminary plat and incorporates recommended changes, modifications and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.	" Yes " No Comments:
B. The development will substantially comply with the <i>Community Design Principles and Development Standards</i> (Article 2). It may help to refer to the preliminary plat project evaluation worksheet.	" Yes " No Comments:
C. All applicable technical standards have been met. The comments from staff, referral parties, attorney, engineer, and planner have been adequately addressed and incorporated into the final plat.	" Yes " No Comments:
D. Final PUD Development Plan Review Criteria. In addition to all of the review criteria for a preliminary PUD development plan, the following review criteria will be used by the Town Staff and Board of Trustees to evaluate all PUD applications at the time of final PUD plan/final plat: <ol style="list-style-type: none"> <li>1. The final PUD development plan is substantially consistent with the preliminary PUD development plan as approved by the Board of Trustees.</li> <li>2. All preliminary PUD development plan conditions of approval have been adequately addressed on the final PUD development plan</li> </ol>	





## **Section 7 – Plot Plans**

## PLOT PLAN – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

PLOT PLAN	
"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>PLOT PLAN - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>PLOT PLAN MAP (submit 28 - 8½"x11" copies)</b> <div style="margin-left: 20px;">             " Title of project              " North arrow, scale (1"=20' or as approved by the Town) and date of preparation              " Name, address and phone number of property owner              " Lot number, block number and name of subdivision              " Lot size (square footage)              " Bearings and distances of all lot lines              " Existing easements on the lot              " Footprint of the proposed building or structure, dimensioned              " Square footage of the proposed building and the footprint of the proposed building              " Distance from the proposed building to structure to all lot lines              " All existing buildings or structures on the lot              " Driveway              " Existing and/or proposed water and sewer service lines on the lot              " Elevations of:  <div style="margin-left: 40px;">                 The finished floor for the house and garage                  The ground 10' away from the house and garage                  The lot corners             </div>             " Height of all proposed buildings              " Grading Plan              " Street Trees (ROW Landscaping)              " Location of garage within the building           </div>
"	<b>COMMUNITY DESIGN PRINCIPLES DESCRIPTION (submit 28 copies)</b> - provide a description demonstrating how the proposed structure is consistent with the Community Design Principles and Development Standards.
"	<b>DRAINAGE INFORMATION (submit 8 copies)</b> - provide information regarding how the lot will drain.

TOWN STAFF ACTION - PLOT PLAN	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE	

## PROJECT EVALUATION WORKSHEET FOR PLOT PLAN APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

PLOT PLAN REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. All of the information needed on the plot plan is shown.	" Yes " No Comments:
B. The lot size and lot dimensions are consistent with what is shown on the approved final plat.	" Yes " No Comments:
C. No buildings or structures infringe on any easements.	" Yes " No Comments:
D. The proposed site grading is consistent with FHA standards (if insured by FHA) otherwise it meets the Town of Milliken's approval.	" Yes " No Comments:
E. The density and dimensions shown conform to the Density and Dimensional Standards (Section 16-3-490) or the approved PUD requirements.	" Yes " No Comments:
F. The applicable Community Design Principles and Development Standards (Article 2) have been adequately addressed. The following sections are of particular importance:  16-2-480: Buffering and Screening Techniques  16-2.485 Fences and Walls  16-2-510- 16-2-73: Architecture	" Yes " No Comments:

## **Section 8 – Site Plans**

## SITE PLAN – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### SITE PLAN

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SITE PLAN - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>SITE PLAN MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> <div style="margin-left: 20px;">             " Title of project              " North arrow, scale (no greater than 1"=50') and date of preparation              " Vicinity map              " Address of project              " Legal description of property              " Name, address and phone number of property owner              " Name, address and phone number of person or firm responsible for plan              " Lot size (square footage)              " Bearings and distances of all lot lines              " Existing and proposed easements and rights-of-way              " Existing and proposed paved areas and sidewalks on the site and in the adjacent rights-of-way, all dimensioned, showing how pedestrians will have access to the site and buildings              " Gathering areas for people              " Existing and proposed curb cuts on the site and in the adjacent rights-of-way (on both sides of perimeter streets), all dimensioned              " Existing and proposed two (2) -foot contours              " Existing waterways on or adjacent to the site              " Finished floor elevations for all structures              " Footprint (including roof overhangs and eaves, decks, balconies, outside stairs and landings) of all proposed structures and their use with their dimensions and locations noted w/ respect to the property lines              " Existing structures and their use              " Square footage of proposed the proposed building(s) and the footprint of the proposed building(s)              " Proposed structure height              " For commercial and industrial uses, the type of activity and number of employees              " For multi-family residential, the number of residential units and the number of bedrooms per unit              " Location of proposed signs and lights              " Specifications for the signs and lights, including type, height and general conformance to the code              " Proposed traffic controls and striping for parking areas (all lanes, driveways, and parking spaces must be dimensioned)              " Trash disposal areas and enclosures including specifications for enclosures              " Location and size of existing and proposed water and sewer service connections and tap sizes (including those for irrigation systems)              " Location and size of water and sewer lines to which the service connections will be or are made              " Location and size of water meter(s)              " Location and size of backflow-prevention devices              " Indication of how and where perimeter drain will drain (if one exists)              " Location of existing electrical lines and poles on or adjacent to the site              " Location of proposed electrical service connection and meter location              " Location of electric transformer              " Location of all fire hydrants (if none on site, note distance and direction of closest hydrant)              " Location of detention/retention areas and storm sewer infrastructure, required drainage easements              " Distance from proposed building(s)/structure(s) to adjacent lot lines, easements and adj. structures              " Land use chart              " Certificate blocks for owner, surveyor, utility provider and Town approval           </div>
"	<b>COMMUNITY DESIGN PRINCIPLES DESCRIPTION (submit 28 copies)</b> - provide a description demonstrating how the proposed structure is consistent with the Community Design Principles and Development Standards.

SITE PLAN	
"	<b>CERTIFIED DRAINAGE REPORT (submit 8 copies)</b> - a certified drainage report must be reviewed and approved by the appropriate Sanitation District prior to submittal of the report to the Town.
"	<b>FINAL LANDSCAPE PLAN (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b>
"	Scale (not greater than 1"=50'), north arrow, site boundary
"	Existing and proposed streets
"	Existing and proposed utilities and easements
"	Existing 2' contours
"	Proposed 2' contours
"	Describe the design intention
"	Existing site features
"	Areas to be irrigated and method of irrigation
"	Proposed public and private open space with information about how it will be maintained
"	Detailed planting plan
"	<b>EXTERIOR ELEVATIONS OF PROPOSED STRUCTURES/VISUAL AIDS</b>
"	Complete building elevations, drawn to scale with illustrations of all colors and identifying major materials to be used in the structures.
"	Building floor plans, sectional drawings, perspective drawings, models, and/or computer visualizations (if required by the Town)

TOWN STAFF ACTION – SITE PLAN	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE	

## PROJECT EVALUATION WORKSHEET FOR SITE PLAN APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

SITE PLAN REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. All of the information needed on the site plan is shown.	" Yes " No Comments:
B. The lot size and lot dimensions are consistent with what is shown on the approved final plat.	" Yes " No Comments:
C. No buildings or structures infringe on any easements.	" Yes " No Comments:
D. The proposed site grading is consistent with the requirements of current Town of Milliken Master Drainage Plan	" Yes " No Comments:
E. The density and dimensions shown conform to the Density and Dimensional Standards (Section 16-3-490) or the approved PUD requirements.	" Yes " No Comments:



SITE PLAN REVIEW CRITERIA		
CRITERION	HAS CRITERION BEEN MET?	
<p>F. The proposed improvements conform with the Community Design Principles and Development Standards (Article 2) especially the standards addressing the following:</p> <ol style="list-style-type: none"> <li>1. Parking (16-2-210 –16-2-245)</li> <li>2. Sidewalks (16-2-310)</li> <li>3. Easement and Utility Standards (16-2-315)</li> <li>4. Landscape Design/Street Trees (16-2-410 –16-2-475)</li> <li>5. Storm Drainage (16-2-465)</li> <li>6. Buffering and Screening Techniques (16-2-480)</li> <li>7. Fences and Walls (16-2-485)</li> <li>8. Architecture (16-2510 – 16-2-735)</li> <li>9. Lighting (16-2-810)</li> <li>10. Environmental Considerations (16-2-815)</li> <li>11. Sanitary Sewer (16-2-820)</li> <li>12. Potable Water (16-2-825)</li> <li>13. Fire Hydrants (16-2-830)</li> </ol>	"	Yes " No Comments:
<p>G. The project complies with the Sign Code (Article 7).</p> <p>Consider:</p> <ol style="list-style-type: none"> <li>1. Signs are limited to number and type of sign permitted in the zoning district</li> <li>2. Appropriate sign height, material and location</li> <li>3. Sign does not interfere with pedestrian or vehicular safety</li> <li>4. Sign does not detract from character of buildings/structures</li> <li>5. Sign will not have negative impact on adjacent property</li> <li>6. Sign will not detract from pedestrian quality of street or area</li> <li>7. Sign does not add to an over-proliferation of signs on particular property or area</li> </ol>	"	Yes " No Comments:

## **Section 9 – Vacation of Right-of-Way/Easements**

## VACATION OF RIGHT-OF-WAY OR EASEMENT – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

<b>VACATION OF RIGHT-OF-WAY OR EASEMENT</b>	
"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>VACATION - TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>PETITION FOR VACATION OF RIGHT-OF-WAY/EASEMENT (submit original, signed petition)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 8 copies)</b> <div style="padding-left: 20px;">                     Current list of names and addresses of surrounding property owners (within 300 feet of property), mineral interest owners, mineral and oil and gas lessees, ditch companies.                      Applicant's certification that list is complete and accurate.                 </div>
"	<b>VACATION OF RIGHT-OF-WAY/EASEMENT MAP (submit 28 - 8½"x11" copies)</b> <div style="padding-left: 20px;">                         Title of map                          North arrow, scale (whatever is appropriate) and date of preparation                          Vicinity map                          Legal description of right-of-way/easement to be vacated                          Graphic representation of property to be vacated                          Acreage of property to be vacated                          Names and boundaries of adjacent subdivisions and streets                          Lot and block numbers of adjacent lots and blocks                          Existing and proposed rights-of-way in and adjacent to subject property                          Existing and proposed easements in and adjacent to subject property                          Existing and proposed utility lines and/or facilities in and adjacent to subject property                          All waterways and ditches in and adjacent to subject property                          Type and location of existing structures and paved areas on the subject property                     </div>
"	<b>VACATION OF RIGHT-OF-WAY/EASEMENT REVIEW CRITERIA STATEMENT (Submit 28 copies)</b> - provide a written description of how the vacation request addresses the four vacations of right-of-way/easement review criteria.
"	<b>PUBLIC NOTIFICATION ENVELOPES (submit 2 sets of stamped, addressed envelopes)</b>

TOWN STAFF ACTION – VACATION OF RIGHT-OF-WAY/EASEMENT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR:	

**PETITION TO VACATE RIGHT-OF-WAY**

The undersigned landowner(s) hereby petition to vacate a certain public right-of-way known as \_\_\_\_\_ and located \_\_\_\_\_

In support hereof, it is represented:

1. That the property or properties immediately adjacent and on each side of the right-of-way sought for vacation is as follows:

<u>Owner(s)</u>	<u>Legal Description of Property</u>
_____	_____
_____	_____
_____	_____

2. That the right-of-way sought to be vacated is described and/or depicted on a certain name of instrument \_\_\_\_\_ having been recorded with Weld County Records as Film Reception No. \_\_\_\_\_.

3. That at the time of dedication to the public, consideration was paid, if any, in the amount of \$ \_\_\_\_\_.

4. That the landowner(s) agree to dedicate to the public the following relocated right-of-way, and to execute any instruments necessary to convey and dedicate such right-of-way to the public; namely:

\_\_\_\_\_

5. That the vacation is requested for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

<u>Date</u>	<u>Owner(s) Signature</u>	<u>Owner's Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF COLORADO     )  
  ) ss  
COUNTY OF                )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by.

My commission expires:

\_\_\_\_\_  
Notary Public

## PETITION TO VACATE EASEMENT

The undersigned landowner(s) hereby petition to vacate a certain public easement, namely a \_\_\_\_\_ (type of easement) situated upon certain property described as follows:  
insert legal description

In support hereof, it is represented:

1. That landowners are all of the owners of the above-described real property.
2. That the easement sought to be vacated is described and/or depicted on a certain \_\_\_\_\_ name of instrument \_\_\_\_\_ having been recorded with Weld County Records as Film \_\_\_\_\_ Reception No. \_\_\_\_\_, And is more fully described as follows:  
insert legal description
3. That at the time of dedication to the public, consideration was paid, if any, in the amount of \$ \_\_\_\_\_.
4. That the landowners agree to dedicate to the public the following relocated easement described, and to execute any instruments necessary to convey and dedicate such relocated easement to the public namely:
5. That the requested vacation is made for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

<u>Date</u>	<u>Owner(s) Signature</u>	<u>Owner's Address</u>
-------------	---------------------------	------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF COLORADO     )  
  ) ss  
COUNTY OF                )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20  
by.

My commission expires:

\_\_\_\_\_  
Notary Public

## PROJECT EVALUATION WORKSHEET FOR VACATION OF RIGHT-OF-WAY OR EASEMENT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

VACATION REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. The right-of-way or easement being vacated is not needed in the short or long term.	<div>" Yes " No Comments:</div>
B. If necessary, the right-of-way or easement will be replaced. To replace the right-of-way or easement, the vacation application is accompanied by a development application, which proposes new right-of-way or an easement.	<div>" Yes " No Comments:</div> <div>" Yes " No Comments:</div>
C. The applicant is relocating all public facilities or utilities within the right-of-way or easement.	" Yes " No Comments:
D. The public and surrounding properties will not be negatively impacted by the vacation.	" Yes " No Comments:

## **Section 10 – Special Use Review**



## SPECIAL USE REVIEW – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

### SPECIAL USE REQUEST IN CONJUNCTION WITH OTHER APPLICATION

" **WRITTEN STATEMENT AND GRAPHICS (submit 28 copies)** – Describe the precise nature of the proposed use and its operating characteristics. Illustrate how the special use review criteria have been satisfied.

### STAND ALONE SPECIAL USE REQUEST

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>SPECIAL USE REVIEW - TECHNICAL CRITERIA FORM (submit 3 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>WRITTEN STATEMENT AND GRAPHICS (submit 28 copies)</b> – Describe the precise nature of the proposed use and its operating characteristics. Illustrate how the special use review criteria have been satisfied.
"	<b>MAP (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> – Showing the proposed development of the site including: <ul style="list-style-type: none"> <li>" Title of project</li> <li>" North arrow, scale and date of preparation</li> <li>" Topography</li> <li>" Building locations</li> <li>" Parking</li> <li>" Traffic circulation</li> <li>" Usable open space</li> <li>" Landscaped area</li> <li>" Utilities</li> <li>" Drainage features</li> </ul>
"	<b>PRELIMINARY BUILDING PLANS AND ELEVATIONS (submit 8 - 24"x36" copies and 20 - 11"x17" copies)</b> – Sufficient to indicate the dimensions, general appearance and scale of all buildings
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 3 copies)</b> – <ul style="list-style-type: none"> <li>" List of names and addresses of: <ul style="list-style-type: none"> <li>" Surrounding property owners within 300 feet</li> <li>" Mineral interest owners of record</li> <li>" Mineral and oil and gas lessees for the property</li> </ul> </li> <li>" Applicant certification that report is complete and accurate</li> <li>" Report is not more than 30 days old</li> </ul>
"	<b>PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 sets of stamped, addressed envelopes)</b> <ul style="list-style-type: none"> <li>" Envelopes shall have the Town's address as the mailing address and return address and the envelopes shall be addressed to the surrounding property owners within 300 feet, mineral interest owners of record, oil and gas lessees for the property, and appropriate referral agencies.</li> </ul>
"	<b>ADDITIONAL INFORMATION REQUIRED BY THE PLANNING ADMINISTRATOR</b>
"	
"	
"	

**PLANNING COMMISSION RECOMMENDATION – SPECIAL USE REVIEW**

APPROVED:

DATE:

DISAPPROVED:

DATE:	
-------	--

CONDITIONALLY APPROVED:

DATE:
-------

COMMENTS:

SIGNATURE OF MAYOR

**TOWN BOARD ACTION – SPECIAL USE REVIEW**

APPROVED:

DISAPPROVED:

CONDITIONALLY APPROVED:

COMMENTS:

SIGNATURE OF MAYOR

## PROJECT EVALUATION WORKSHEET FOR SPECIALUSE REVIEW APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE FOR REVIEW	COMMENTS
Do you have a good understanding of the proposed use? Do the written statement and graphics sufficiently describe the precise nature of the proposed use, its operating characteristics and how the review criteria will be satisfied?	
What are the adjacent land uses?	
How will the applicant provide attractive transitions and minimize conflicts between land uses?	

SPECIAL USE REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. The special use will satisfy all applicable provisions of the zoning code and subdivision regulations. Consider: Density and dimensional standards (16-3-490) including setbacks, floor area ratio, building height, etc.	" Yes " No Comments:
B. Parking (16-2-210 - 16-2-245) <ol style="list-style-type: none"> <li>1. Parking does not dominate the frontage of pedestrian-oriented streets, interfere with pedestrian routes or negatively impact surrounding neighborhoods</li> <li>2. Parking located to rear or side of building whenever possible</li> <li>3. Off-street parking designed so vehicles may exit without backing onto a public street</li> <li>4. Adequate paved off-street parking provided</li> <li>5. Sufficient number of parking spaces (16-2-220)</li> <li>6. Adequate bicycle parking provided</li> </ol>	" Yes " No Comments:

SPECIAL USE REVIEW CRITERIA		
CRITERION	HAS CRITERION BEEN MET?	
C Sidewalks, Multi-Use Pathways and Trails (16-2-310) 1. Interconnected network of sidewalks	"	Yes " No Comments:
D. Easement and Utility Standards (16-2-315) 1. Utility easements conform to standards 2. Utility services permit multiple installations within easements 3. Utilities placed underground, outside of tree lawn	"	Yes " No Comments:
E. Landscaping (16-2-410 16-2-475): 1. Reinforces identity of community 2. Provides tree-lined streets in urban areas 3. Anchors buildings in the landscape 4. Provides tree canopies within paved areas 5. Is environmentally sensitive by preserving existing trees, using water conservation techniques, planting native species (when appropriate), and enhancing valuable habitat 6. Complies with landscaping design standards (16-2-460)	"	Yes " No Comments:
F. Buffering and Screening (16-2-480) 1. Buffer (combination of berming, planting and fencing) used to provide attractive transition/minimize conflicts between adjacent land uses	"	Yes " No Comments:
G. Fencing (16-2-485) 1. Fencing architecturally compatible with the style, materials and colors of the principal buildings on the lot 2. Fence complies with height limitations	"	Yes " No Comments:
H. Architecture (16-2-510 – 16-2-735) and Design Vocabulary (16-2-835) 1. Consistent with Design Vocabulary – enhances Milliken's character 2. Complies with architectural standards – building orientation, connections, accessible to pedestrians, wall articulation, facade treatment, screening of exhaust pipes, trash receptacles, etc.	"	Yes " No Comments:

SPECIAL USE REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
I. Lighting (16-2-810) <ol style="list-style-type: none"> <li>1. All lights directed downward and light source is equipped with "cut-off" devices so that it will not be visible from any adjacent property; ambient skyward light is eliminated</li> <li>2. Hours of lighting operation comply with 16-2-810</li> <li>3. Height of freestanding and building-mounted light fixtures complies with standards</li> <li>4. Appropriate lighting for trails and parking areas</li> </ol>	" Yes " No Comments:
J. Environment (16-2-815) <ol style="list-style-type: none"> <li>1. Wildlife and natural areas protected and adequately buffered</li> </ol>	" Yes " No Comments
K. Signs (Article 7) <ol style="list-style-type: none"> <li>1. Attractive, compatible signs</li> <li>2. Type and number of signs permitted in zoning district</li> </ol>	" Yes " No Comments:
L. The special use will conform with or further the goals, policies and strategies set forth in the <i>Comprehensive Plan</i> .	" Yes " No Comments:
M. The special use will be adequately served with public utilities, services and facilities and not impose an undue burden above and beyond those of the permitted uses of the district. Consider water, sewer, gas, electricity, phone, police and fire protection, etc. Have all referral agency comments been resolved?	" Yes " No Comments:
N. The special use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district.	" Yes " No Comments:
O. The special use will result in efficient on- and off-site traffic circulation, which will not have a significant impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles adjacent to the site.	" Yes " No Comments:

SPECIAL USE REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
<p>P. Potential negative impacts of the special use on the rest of the neighborhood or of the neighborhood on the special use have been mitigated through setbacks, architecture, screen walls, landscaping, site arrangement or other methods.</p> <p>The applicant has satisfactorily addressed the following impacts:</p> <ol style="list-style-type: none"> <li>1. traffic</li> <li>2. activity levels</li> <li>3. light</li> <li>4. noise</li> <li>5. odor</li> <li>6. building type, style and scale</li> <li>7. hours of operation</li> <li>8. dust</li> <li>9. erosion control</li> <li>10. visual impact</li> </ol> <p>Has the applicant satisfactorily addressed all concerns from surrounding property owners?</p>	<p>" Yes " No Comments:</p>
<p>Q. If the application is for gravel mining, has the applicant demonstrated compliance with the Aggregate Mining and Reclamation Standards in the <i>Johnstown/Milliken Parks, Trails, Recreation, and Open Space Master Plan</i>?</p>	<p>" Yes " No Comments:</p>
<p>R. The applicant has submitted evidence that all applicable local, state and federal permits have been or will be obtained.</p>	<p>" Yes " No Comments:</p>

## **Section 11 – Variances**

## VARIANCE – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

### VARIANCE REQUEST IN CONJUNCTION WITH OTHER APPLICATION

"	<b>EXPLANATION LETTER</b>
---	---------------------------

### STAND ALONE VARIANCE REQUEST

"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>VARIANCE - TECHNICAL CRITERIA FORM (submit 3 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>TITLE COMMITMENT (submit 3 copies)</b>
"	<b>EXPLANATION LETTER (submit</b>
"	<b>VARIANCE MAP - content to be determined by Town Staff</b>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 3 copies)</b>
"	<b>PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 set of stamped, addressed envelopes)</b>

### BOARD OF ADJUSTMENT ACTION – VARIANCE

APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
SIGNATURE OF MAYOR:	



## PROJECT EVALUATION WORKSHEET FOR VARIANCE APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE FOR REVIEW	COMMENTS
Do you have a good understanding of the variance being requested and explaining what exceptional condition, practical difficulty, or unnecessary hardship exists to require the variance?	" Yes " No Comments:
Has the applicant satisfactorily demonstrated how the variance, if granted, will not be detrimental to the public good, create a conflict with the <i>Town of Milliken Comprehensive Plan</i> or impair the intent and purpose of the code?	" Yes " No Comments:
Has the applicant adequately resolved all comments from the referral agencies and surrounding property owners?	" Yes " No Comments:

VARIANCE REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. That there are unique physical circumstances or conditions such as irregularity, narrowness or shallowness of the lot, or exceptional topographical or other physical condition particular to the affected property.	" Yes " No Comments:
B. That because of these unique physical circumstances or conditions, the property cannot be reasonably developed or used in compliance with the provisions of the <i>Town of Milliken Land Use Code</i> .	" Yes " No Comments:

VARIANCE REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
C. That due to such unique physical circumstances or conditions, the strict application of the <i>Town of Milliken Land Use Code</i> would create a demonstrated hardship.	" Yes " No Comments:
D. That the demonstrable hardship is not self-imposed.	" Yes " No Comments:
E. That the variance, if granted, will not adversely affect the proposed development or use of adjacent property or neighborhood.	" Yes " No Comments:
F. That the variance, if granted, will not change the character of the zoning district in which the property is located.	" Yes " No Comments:
G. That the variance, if granted, is in keeping with the intent of the <i>Town of Milliken Land Use Code</i> .	" Yes " No Comments:
H. That the variance, if granted, will not adversely affect the health, safety or welfare of the citizens of Milliken.	" Yes " No Comments:

## **Section 12 – Zoning Amendments**

## ZONING AMENDMENT – TECHNICAL CRITERIA

PROJECT NAME:	
APPLICANT:	DATE:

<b>ZONING AMENDMENT REQUEST</b>	
"	<b>LAND USE APPLICATION FORM (submit original, signed form)</b>
"	<b>ZONING AMENDMENT TECHNICAL CRITERIA FORM (submit 28 copies)</b>
"	<b>APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)</b>
"	<b>LEGAL DESCRIPTION FOR ALL PROPERTY TO BE CONSIDERED FOR REZONING (submit 3 copies)</b>
"	<b>ZONING AMENDMENT MAP (submit 8 - 18"x24" copies and 20 - 11"x17" copies) –</b> <div style="padding-left: 20px;">             " Title of project              " North arrow, scale and date of preparation              " Subdivision or block and lot name of the areas to be zoned (at top of each sheet)              " Legal description of area to be zoned (entire area and individual zoning districts)              " Location and boundaries, including dimensions, of the property(s) proposed for rezoning              " Acreage or square footage contained within the property proposed for rezoning              " All existing land uses in proposed rezoning area              " Zoning and existing land uses on all lands adjacent to the proposed rezoning              " Location and dimensions for all existing public rights-of-way, including streets and water courses within and adjacent to the rezoning              " Names of adjoining subdivisions with lines of abutting lots, and departing property lines of adjoining properties not subdivided              " Certificate blocks for Surveyor, Planning Commission, Board of Trustees, and Weld County Clerk and Recorder (see Workbook for examples)              " An AutoCAD™ drawing file (release 12 or higher) of the zoning amendment map on 3½" I BM formatted disk or other acceptable electronic transfer           </div>
"	<b>WRITTEN STATEMENT (submit 28 copies) –</b> Describing the proposal and addressing the following: <div style="padding-left: 20px;">             " Need for proposed rezoning              " Present and future impacts on the existing adjacent zone districts, uses, and physical character of the surrounding area,              " Impact of the proposed zone on area accesses and traffic patterns,              " Availability of utilities for any potential development,              " Present and future impacts on public facilities and services, including, but not limited to, fire, police, water, sanitation, roadways, parks, schools, and transit,              " The relationship between the proposal and the Comprehensive Plan              " Public benefits arising from the proposal           </div>
"	<b>SURROUNDING AND INTERESTED PROPERTY OWNERSHIP REPORT (submit 3 copies) –</b> <div style="padding-left: 20px;">             " List of names and addresses of:  <div style="padding-left: 20px;">               " Surrounding property owners within 300 feet                " Mineral interest owners of record                " Mineral and oil and gas lessees for the property             </div>             " Applicant certification that report is complete and accurate              " Report is not more than 30 days old           </div>

<p><b>" PUBLIC HEARING NOTIFICATION ENVELOPES (submit 2 sets of stamped, addressed envelopes)</b></p> <p><b>"</b> Envelopes shall have the Town's address as the mailing address and return address and the envelopes shall be addressed to the surrounding property owners within 300 feet, mineral interest owners of record, oil and gas lessees for the property, and appropriate referral agencies.</p>
--

PLANNING COMMISSION ACTION – ZONING AMENDMENT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	

TOWN BOARD ACTION – ZONING AMENDMENT	
APPROVED:	DATE:
DISAPPROVED:	DATE:
CONDITIONALLY APPROVED:	DATE:
COMMENTS:	
ZONING AMENDMENT RECORDED WITH WELD COUNTY CLERK AND RECORDER	DATE:
OFFICIAL ZONING MAP AMENDED	DATE:

## PROJECT EVALUATION WORKSHEET FOR ZONING AMENDMENT APPLICATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE FOR REVIEW	COMMENTS
Do you have a good understanding of the proposed use? Do the written statement and graphics sufficiently describe the need for the rezoning, impact of the zoning on traffic, access points and public facilities? Is the rezoning consistent with the Comprehensive Plan?	
What are the adjacent land uses?	
What public benefits will result from the zoning amendment?	

ZONING AMENDMENT REVIEW CRITERIA			
CRITERION	HAS CRITERION BEEN MET?		
The official zoning map shall not be amended except:	"	Yes " No	Comments:
A. To correct a manifest error in the ordinance;	"	Yes " No	Comments:
B. To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or	"	Yes " No	Comments:
C. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Comprehensive Plan; or	"	Yes " No	Comments:
D. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or	"	Yes " No	Comments:
E. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or	"	Yes " No	Comments:
F. A rezoning to Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.	"	Yes " No	Comments:
G. The text of this Article shall not be amended except:	"	Yes " No	Comments:
H. To correct a manifest error in the text of this Article; or	"	Yes " No	Comments:
I. To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and Town staff; or	"	Yes " No	Comments:
J. To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or	"	Yes " No	Comments:
K. To further the implementation of the goals and objectives of the <i>Town of Milliken Comprehensive Plan</i> .	"	Yes " No	Comments:

## **Section 13 – Annexation**



## ANNEXATIONS – TECHNICAL CRITERIA

PROJECT NAME:

APPLICANT:

DATE:

### ANNEXATION

" **LAND USE APPLICATION FORM (submit original, signed form)**

" **ANNEXATION - TECHNICAL CRITERIA FORM (submit 28 copies)**

" **APPLICATION FEE AND FEE AGREEMENT (submit check along with original, signed agreement)**

☐ **ANNEXATION MAP.** All annexation maps shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, and shall be on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches. The annexation map shall contain the following information:

- ☐ The date of preparation, the scale and a symbol designating true north.
- ☐ The name of the annexation.
- ☐ The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
- ☐ The written legal description provided on magnetic disk or CD in MSWord or WordPerfect format.
- ☐ Distinction of the boundary that is contiguous to the Town and the length of the same.
- ☐ Lot and block numbers if the area is already platted.
- ☐ Existing and proposed easements and rights-of-way.
- ☐ Existing and requested zoning and acreage of each requested zone
- ☐ Ownership of all parcels within and adjacent to the annexation.
- ☐ Appropriate certification blocks as directed by the Planning Department.

☐ **CONCEPT PLAN.** All concept plans shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, and shall be on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches. The concept plan shall contain the following information:

- ☐ The date of preparation, the scale and a symbol designating true north.
- ☐ The name of the annexation.
- ☐ The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
- ☐ Existing and proposed easements and rights-of-way.
- ☐ Block numbers and lot numbers with approximate dimensions.
- ☐ Proposed gross and net residential density.
- ☐ Existing watercourses with adequate easements for flood control.
- ☐ Designation of all public sites to be reserved and dedicated.
- ☐ Existing two-foot contours.
- ☐ Appropriate certification blocks as directed by the Planning Department.

## ANNEXATION

- ☐ **SUPPORTIVE INFORMATION.** The following supportive information shall be submitted with the annexation map and master plan:
  - ☐ Annexation petition.
  - ☐ Soils description and limitation.
  - ☐ Preliminary utility plan. prior to the date of the submittal of the annexation petition.
  - ☐ Mailing list and envelopes for County, special districts, irrigation ditch companies, mineral interest owners and adjacent property owners. The applicant is to provide a mailing address list and envelopes as required by the Town of all property owners within three hundred (300) feet of the boundaries of the annexation.
  - ☐ A completed Comprehensive Plan Project Summary Worksheet. This standardized worksheet was developed with the Comprehensive Plan. The applicant is required to provide a narrative response to the series of questions related to the conformance of the project to the goals, policies and strategies identified in the Comprehensive Plan. The applicant is to provide a word processing file of the completed worksheet document.
  - ☐ Water rights. The applicant shall provide a "Water Rights Report" for the property prepared by a qualified water engineer or water attorney detailing the water rights appurtenant to and severed from the property to be annexed and their historical use. The report must include both surface (tributary) and subsurface (nontributary and not nontributary groundwater). The applicant shall provide a signed warranty deed for sufficient water rights to provide the domestic needs of property to be developed as a result of the annexation. In addition, the applicant shall provide a signed standard form warranty deed for the transfer of all subsurface (nontributary) water rights to the Town.
  - ☐ Zoning of property to be annexed. If zoning is requested simultaneously with annexation, the petitioner must submit a completed zoning application form, provide a zoning map for the property and a zoning amendment map amending the official zoning map, and pay the application and recording fees. If zoning is not requested simultaneously with annexation, the property is required by statute to be brought under the Town's Zoning Code and zoning map within ninety (90) days of the completion of the annexation process.
  - ☐ Property tax statement.
  - ☐ Vicinity map with a radius of one and one-half (1½) miles, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
  - ☐ Statement on community need for proposed annexation and zoning.
  - ☐ For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
  - ☐ Title commitment. Such commitment must have an effective date less than thirty (30) days

**ANNEXATION**☐ **ANNEXATION IMPACT REPORT.**

- ☐ For all annexations, the Town shall review the impact report prepared by the applicant regarding the proposed annexation not less than twenty-five (25) days before the date of the annexation hearing.
- ☐ One (1) copy of the impact report shall be filed with the Board of County Commissioners governing the area proposed to be annexed within five (5) days thereafter. The preparation and filing of the annexation impact report may be waived upon approval of the Board of County Commissioners governing the area proposed to be annexed.
- ☐ The annexation impact report shall include the following:
  - ☐ A map or maps of the Town and adjacent territory showing the following information:
  - ☐ The present and proposed boundaries of the Town in the vicinity of the proposed annexation.
  - ☐ The present streets, major trunk water lines, sewer interceptors and outfalls, other utility lines and ditches and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation.
  - ☐ The existing and proposed land use pattern in the areas to be annexed.
  - ☐ A copy of any draft or final pre-annexation agreement, if available.
  - ☐ A statement of the Town's plans for extending or providing for municipal services within the area to be annexed.
  - ☐ A statement of the Town's plans for the financing of municipal services to be extended into the area to be annexed.
  - ☐ A statement identifying all existing districts within the area to be annexed.
  - ☐ A statement of the effect of the annexation upon the school district governing the area to be annexed.

**TOWN BOARD ACTION – ANNEXATION**

APPROVED:

DATE:

DISAPPROVED:

DATE:

CONDITIONALLY APPROVED:

DATE:

COMMENTS:

SIGNATURE OF MAYOR

## PROJECT EVALUATION WORKSHEET ANNEXATIONS

PROJECT NAME:	
APPLICANT:	PROJECT LOCATION:
NAME OF REVIEWER:	DATE:

ISSUE FOR REVIEW	COMMENTS
Do you have a good understanding of the proposal and potential impacts to the community?	" Yes " No Comments:
Has the applicant satisfactorily demonstrated how the proposal is consistent with <i>Town of Milliken Comprehensive Plan</i> and that annexation of the property will benefit the community.	" Yes " No Comments:
Has the applicant adequately resolved all comments from the referral agencies and surrounding property owners?	" Yes " No Comments:

ANNEXATION REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
A. Annexation is a discretionary act. With the exception of an initiated petition for the annexation of an enclave, the Board of Trustees shall exercise its sole discretion in the annexation of territory to the Town	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:
B. The land to be annexed and the uses proposed for the land shall conform to the goals, policies and strategies of the Comprehensive Plan and to the land uses depicted on the Land Use Map, as amended	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:

ANNEXATION REVIEW CRITERIA	
CRITERION	HAS CRITERION BEEN MET?
<p><b>C.</b> Certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to the Town in order that the public needs may be served by such facilities. These facilities include, but not by way of limitation, arterial streets, bridges, public parks and recreation areas, school sites, fire and police station sites, and storm drainage facilities. The annexation of lands to the Town shall be shown not to create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<p><b>D.</b> The petitioner for annexation shall be responsible for paying the Town's full cost for processing the annexation petition, from initial discussion with Town staff before submittal of the petition, through the approval and recording of the final annexation documents.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<p><b>E.</b> Annexed areas will not divide tracts of land to prevent further annexation of adjoining parcels. (For example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:
<p><b>F.</b> All subsurface (nontributary) water rights shall be deeded to the Town at the time of annexation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No   Comments:

## **Section 14 – Standard Certificates and Signature Blocks**

**TOWN OF MILLIKEN  
STANDARD FORM CERTIFICATES AND SIGNATURE BLOCKS**

**Annexation Maps shall contain the following certificates:**

a. Certificate of Ownership.

Know all men by these presents that being the Owner(s), Mortgagee or Lien holder of certain lands in Milliken, Colorado, described as follows:

(the full legal description)

Thus described tract contains \_\_\_\_\_ acres more or less, together with and subject to all easements and rights-of-way existing and/or of public record.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mortgage or Lien holder

State of Colorado     )  
                                  ) ss  
County of                )

The foregoing certificate of ownership was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Witness My Hand and Seal \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

b. Surveying Certificate.

I, \_\_\_\_\_, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown hereon is a correct delineation of the above described parcel of land and that at least one-sixth (1/6) of the peripheral boundary of said parcel is contiguous to the present boundary of the Town of Milliken, \_\_\_\_\_ feet contiguous, perimeter \_\_\_\_\_ feet.

I further certify that this map and legal description were prepared under my personal supervision on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

by \_\_\_\_\_ (SEAL)  
(registered land surveyor, reg. no.)

c. Planning Commission Certificate.

Approved by the Milliken Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Planning Commission Secretary

d. Certificate of Approval by the Board of Trustees.

This annexation map is to be known as “  
Annexation to the Town of Milliken” and is approved and accepted by Ordinance No. \_\_\_\_\_,  
, passed and adopted at the regular (special) meeting of the Board of Trustees of  
Milliken, Colorado, held on \_\_\_\_\_, 20\_\_\_\_, and recorded on  
, 20\_\_\_\_, as Reception No. \_\_\_\_\_, in the records of the  
Clerk and Recorder of Weld County, Colorado. by the Board of Trustees of Milliken,  
Colorado.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk



e. Clerk and Recorder Certificate.

This Annexation Map was filed for record in the office of the County Clerk and Recorder of Weld County at \_\_\_\_\_ o'clock, \_\_\_\_M., on the \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, in book \_\_\_\_\_, page \_\_\_\_\_, map\_\_\_\_\_, reception no. \_\_\_\_\_.

Weld County Clerk and Recorder

by: \_\_\_\_\_

Deputy

**Final Plat Maps shall contain the following certificates:**

a. Certificate of Dedication.

Know all men by these presents that \_\_\_\_\_, being the sole owner of the land described herein, has caused said land to be final platted under the name of \_\_\_\_\_, and do hereby dedicate to the public forever such public streets, rights-of-way, easements and other places designated or described as for public uses as shown hereon; all conditions, terms, and specifications designated or described herein shall be binding on the owner, its heirs, successors and assigns.

In witness whereof, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

State of Colorado     )  
                                      ) ss  
County of Weld         )

The foregoing certificate of ownership was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Witness My Hand and Seal \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

b. Surveyor's certificate.

I hereby certify this final plat accurately represents the results of a survey made by me or under my direct supervision and done in accord with applicable State of Colorado requirements.

by \_\_\_\_\_ (SEAL)  
(registered land surveyor, reg. no.)

c. Mayor's Certificate.

This is to certify that the final plat of the above-described property was approved by the Town of Milliken and that the Mayor of the Town of Milliken accepts all public streets, easements and rights-of-way and other places designated as for public use for all purposes indicated thereon.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

d. Planning Commission Certificate.

Approved by the Milliken Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Planning Commission Secretary

e. Clerk and Recorder Certificate.

This Annexation Map was filed for record in the office of the County Clerk and Recorder of Weld County at \_\_\_\_\_ o'clock, \_\_\_\_ M., on the \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, in book \_\_\_\_\_, page \_\_\_\_\_, map \_\_\_\_\_, reception no. \_\_\_\_\_.

\_\_\_\_\_  
Weld County Clerk and Recorder  
by: \_\_\_\_\_  
Deputy

f. Ditch Company Certificate.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(Ditch Company)  
by: \_\_\_\_\_  
Representative

g. Communication and Gas Easement Approval

Utility easements for communication and gas facilities are adequate as shown:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Company).

**Site Plan Maps shall contain the following certificates:**

a. Certificate of Dedication.

Know all men by these presents that \_\_\_\_\_, being the sole owners of the land described herein have caused said land to be site planned under the name of \_\_\_\_\_ and do hereby dedicate to the public forever all public streets and rights-of-way, easements, and other places designated or described as for public uses. \_\_\_\_\_ (insert name of owner(s)) agree to develop the land as depicted. All conditions, terms and specifications designated or described herein shall be binding on the owners, their heirs, successors and assigns.

In witness whereof, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of Colorado     )  
  )ss  
County of Weld         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness My Hand and Seal \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

b. Surveyor's Certificate.

I certify this Site Plan accurately represents the results of a survey made by me or under my direct supervision and done in accord with applicable State of Colorado requirements.

by \_\_\_\_\_ (SEAL)  
(registered land surveyor, reg. no.)

c. Certificate of Approval by Board of Trustees.

This is to certify that a site plan of the above described property was approved by the Board of Trustees and that the Mayor of the Town of Milliken, Colorado, on \_\_\_\_\_ accepts all public streets, easements, rights-of-way and other places designated or described as for public use for all purposes indicated hereon.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

d. Planning Commission Certificate.

Approved by the Milliken Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Planning Commission Secretary

f. Ditch Company Certificate.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(Ditch Company)

by: \_\_\_\_\_  
Representative

**Special Use Maps shall contain the following certificates:**

a. Board of Trustees Certificate.

This is to certify that the Board of Trustees of Milliken, Colorado does hereby confirm and adopt this special use review and development standards as shown and described hereon this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

d. Planning Commission Certificate.

Approved by the Milliken Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Planning Commission Secretary

b. Property Owner's Approval.

The undersigned major property owner(s) do hereby agree to the special use review development standards as described hereon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Property Owner

f. Ditch Company Certificate.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

(Ditch Company)

by: \_\_\_\_\_  
Representative

## **Section 15– Sample Agreements**

**(Enter the name of the subdivision or PUD)**  
**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the TOWN of Milliken, a Colorado municipal corporation, whose address is P.O. Box 435, Milliken, Colorado ("TOWN"), and (enter the name of developer), a Colorado (enter the type of corporation), whose address is (enter the full address of developer) ("DEVELOPER").

WHEREAS, DEVELOPER has submitted a Final Plat for the (enter the name of the subdivision or PUD) ("Subdivision" or "Development"), attached as "Exhibit A" and incorporated herein by reference, which the Planning Commission and TOWN Board of Trustees have reviewed and approved; and

WHEREAS, additional filings are anticipated, and this agreement applies only to Filing \_\_\_\_\_; and

WHEREAS, the subdivision regulations of the TOWN require that the DEVELOPER enter a Subdivision Agreement hereafter called a Subdivision Improvements Agreement ("Agreement") with the TOWN concerning public improvements related to the Development detailed and attached as the "Schedule of Improvements, Exhibit B," hereinafter called "Exhibit B" and incorporated herein by reference; and

WHEREAS, the parties have modified this standard agreement as indicated by the addition of certain special provisions, if any, in Section 12; and

WHEREAS, the TOWN and the DEVELOPER agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

## 1. GENERAL CONDITIONS

- 1.1 Development Obligation.** DEVELOPER shall be responsible for performance of the covenants set forth herein. DEVELOPER agrees to construct, build, install and develop all improvements required by this Agreement, including but not limited to all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median/boulevard and subdivision entryway landscaping, park improvements, irrigation systems, gas services, electric services, telephone services, cable television services and any other improvements constructed in relation to the development of the (Insert the name of the subdivision or PUD).
- 1.2 Engineering Services.** DEVELOPER agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Development and the public improvements identified in "Exhibit B," attached and incorporated herein by this reference. The engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado in accordance with the applicable Colorado law; and except as otherwise provided in this Agreement, shall conform to the standards and specifications for public improvements as established and approved by the TOWN as of the date of submittal to the TOWN.
- 1.3 Construction Standards.** DEVELOPER shall construct all improvements required by this Agreement, according to plans and specifications approved in writing by the TOWN or by the utility providing the service, and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for three (3) years from the date of approval. If the DEVELOPER commences or performs any construction after such three (3) year period, the DEVELOPER shall resubmit the project construction plans to the TOWN for reexamination. The TOWN may require the DEVELOPER to comply with the approved TOWN standards and specifications that are in effect at the time of resubmittal.
- 1.4 Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the TOWN shall be made to the TOWN Clerk with a copy to the Town's Engineer. The Town's Engineer, or the Engineer's designee shall render all approvals required of the TOWN in connection with this Agreement, except those requiring formal action by the Board of Trustees in the



form of a resolution or ordinance, and shall have general responsibility for coordinating development with DEVELOPER.

#### **1.5 Plan Submission and Approval.**

- (a) DEVELOPER shall furnish the TOWN complete plans for public improvements for the Development, and obtain written approval of such plans by the TOWN before the commencement of any construction work thereon.
- (b) The TOWN shall issue its written approval or disapproval of public improvement plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and specifications for public improvements as established and approved by the TOWN, and the TOWN shall notify DEVELOPER of all deficiencies that must be corrected before plan approval. All deficiencies shall be corrected and DEVELOPER shall resubmit to and approve the plans by the TOWN before the construction of any improvements.
- (c) DEVELOPER shall submit all plans for public improvements as paper documents and by acceptable electronic transfer, AutoCAD™ drawing files (release 12 or higher). All written documents shall be submitted as paper documents and by acceptable electronic transfer, as word processing files, Word 7, or compatible.

#### **1.6 Conditional Acceptance of Constructed Public Improvements.**

- (a) No later than fourteen (14) days after public improvements are completed for the Development, DEVELOPER shall request inspection by the TOWN. If DEVELOPER does not request this inspection within fourteen (14) days of completion of improvements, the TOWN may conduct the inspection without the approval of DEVELOPER.
- (b) If improvements completed by DEVELOPER are satisfactory, the TOWN shall grant “conditional acceptance,” which shall be subject to “final acceptance” as set forth herein. The Town Engineer shall provide notice of conditional acceptance in writing.
- (c) If improvements completed by DEVELOPER are unsatisfactory, the TOWN shall provide written notice to DEVELOPER of the repairs, replacements, construction or other work required to receive “conditional acceptance.” DEVELOPER shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After DEVELOPER completes the repairs,

replacements, construction, or other work required, DEVELOPER shall request of the TOWN a reinspection of such work to decide if TOWN can grant "conditional acceptance." The TOWN reserves the right to schedule reinspections, depending upon scope of deficiencies. The TOWN shall provide written notice to DEVELOPER of the acceptability or unacceptability of such work before the TOWN acts to complete any such work at DEVELOPER's expense as provided in (d) below.

- (d) If DEVELOPER has not completed the improvements on or before the completion dates set forth in "Exhibit B" herein, or if DEVELOPER does not complete the repairs, replacements, construction or other work required within thirty (30) of said notice, the TOWN may exercise its rights to secure performance as provided in Section 13.1 of this Agreement.
- (e) DEVELOPER shall provide a certified statement of construction costs no later than forty-five (45) days after improvements are completed.
- (f) The DEVELOPER shall provide the Town Engineer certified Record Plan Transparencies on Black Image Diazo Reverse Mylars (as-built) plans and other required drawings upon completion of the construction of public improvements, and other documents as required by the TOWN no later than forty-five (45) days after improvements are completed. These documents shall show "as-built" locations and design details of such improvements. In addition, "as-built" plans and other required drawings for public improvements shall be submitted as paper documents and by acceptable electronic transfer, AutoCAD™ drawing files (release 12 or higher). Failure to provide the required as-built drawings may result in the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (g) The TOWN shall issue no building permit for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines (if required), storm sewer facilities (including storm sewers, catch basins and stormwater detention ponds) and streets (including the curb, gutter and sidewalk, and the street with at least the asphalt base course completed) serving such structure have been completed and granted conditional acceptance.

**1.7 Maintenance and Warranty of Improvements.** For a two (2) year period from the date of conditional acceptance of any improvements related to the Development, DEVELOPER shall warrant said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements that, in the reasonable opinion of the TOWN, shall

become necessary. If within thirty (30) days after DEVELOPER's receipt of written notice from the TOWN requesting replacement or repairs to the public improvements, the DEVELOPER has not completed such repairs, the TOWN may exercise its rights to secure performance as provided in Section 13.1 of this Agreement.

## **1.8 Final Acceptance.**

- (a) At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, DEVELOPER shall request a “final acceptance” inspection. The TOWN shall inspect the improvements and shall notify the DEVELOPER in writing of all deficiencies and necessary repairs, if any.
- (b) If there are no deficiencies, or after DEVELOPER has corrected all deficiencies and made all necessary repairs identified in the written notice, and after clear title to on-site and off-site right-of-ways and easements have been transferred to the Town by General Warranty Deed, and after all licenses and permits necessary for the development of the PROPERTY and obtained by the DEVELOPER have been transferred to the TOWN, the TOWN shall adopt by ordinance or resolution, the acceptance of streets, right-of-ways and other public ways, easements, open spaces, parks and other lands dedicated on the plat and accept public improvements constructed by the DEVELOPER for ownership and maintenance by the TOWN and shall issue to the DEVELOPER a letter acknowledging said final acceptance.
- (c) If DEVELOPER does not correct all deficiencies and make repairs identified in the “final acceptance” inspection to the TOWN's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the TOWN may exercise its rights to secure performance as is provided in Section 13.1 of this Agreement.
- (d) If any mechanic's liens have been filed with respect to the public improvements, the TOWN may retain all or part of the Improvement Guarantee up to the amount of such liens until said liens have been released by the claimant.
- (e) If DEVELOPER fails to submit the improvements for the “final acceptance” inspection and obtain the Town’s acceptance of the public improvements within two (2) years of the date of the issuance of conditional acceptance, or if any improvements are found not to conform to this Agreement or to applicable TOWN standards and specifications, then the warranty period shall extend on a month to month basis and

DEVELOPER shall be in default of the Agreement and the TOWN may exercise its rights under section 13.1 of this Agreement.

**1.9 Testing and Inspection.**

- (a) DEVELOPER shall employ, at its own expense, a licensed and registered testing company, previously approved by the TOWN in writing, to do all testing of materials or construction that the TOWN may reasonably require, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrade, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the TOWN on a timely basis for TOWN review and approval before commencement or continuation of construction to which the testing is applicable. DEVELOPER shall repair or remove all materials and work not conforming to such regulations, plans and specifications and replaced at DEVELOPER's expense to conform to such regulations, plans and specifications.
- (b) At all times during construction of the public improvements the TOWN and/or representatives of the affected Special Districts shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the TOWN's and Districts' construction regulations. The TOWN Engineer or District's Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the DEVELOPER, and the DEVELOPER shall employ, at the DEVELOPER's expense, a testing laboratory acceptable to the TOWN or District to conduct bacteriological tests of the potable water lines after the DEVELOPER has disinfected said lines according to the TOWN's or District's construction regulations.
- (c) All work shown on the approved public improvement plans shall be subject to inspection by the TOWN Engineer. Inspection by the TOWN Engineer shall not relieve the DEVELOPER from compliance with the approved plans and specifications or the TOWN's construction regulations. Inspection services requiring the presence of the TOWN Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the TOWN Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the TOWN Engineer for approval. All requests for after-hours inspection services shall be made in writing to the TOWN Engineer. If TOWN approves the request, the DEVELOPER shall reimburse the

TOWN for all direct costs of the after-hours inspection services. If TOWN denies the request, the work shall not continue after the time requested until an inspection has been done during the hours listed above.

#### **1.10 Financing and Improvement Guarantees.**

- (a) Except as otherwise specifically agreed herein, the DEVELOPER agrees to install and pay for all improvements described in “Exhibit B” or otherwise required by this AGREEMENT as shown on the approved plat, utility plans, and other approved documents on file with the TOWN.
- (b) DEVELOPER shall submit to the TOWN an Improvement Guarantee for all public improvements related to the Development. The term of the guarantee shall be for a time sufficient to cover the completion of construction of the public improvements and the warranty period through final acceptance. The guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on “Exhibit C” attached hereto and incorporated herein by reference. The guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). The Improvement Guarantee shall include, but not be limited to, all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median, boulevard and subdivision entryway landscaping, park improvements, irrigation systems, gas services, electric services, telephone services, cable television services and any other improvements constructed in relation to the development of the (Insert the name of the subdivision or PUD) as described on “Exhibit B.”
- (c) The total amount of the guarantee shall be calculated as 10 percent (10 %) of the total estimated cost including labor and materials of all public improvements to be constructed as described on “Exhibit B.” TOWN shall not release The Improvement Guarantee until the TOWN has granted final acceptance of the improvements.
- (d) If DEVELOPER has not submitted or maintain the Improvement Guarantee, then DEVELOPER is in default of this Agreement and is subject to the provisions of Section 13.1 of this Agreement, and the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (e) The estimated cost of completion of the public improvements to be constructed as described on “Exhibit B” may increase in the future.

Accordingly, the TOWN reserves the right to review and adjust the cost estimates at any time in the future, before or after DEVELOPER provides the Improvement Guarantee. TOWN will make adjusted cost estimates according to changes in the Construction Cost Index as published by the *Engineering News Record*. If the TOWN adjusts cost estimates for the Improvements, the TOWN shall give written notice to the DEVELOPER. The DEVELOPER shall, within thirty days after receipt of said written notice, give the TOWN a new or amended Improvement Guarantee in the amount of the adjusted cost estimates. If the DEVELOPER refuses or fails to so give the TOWN a new or amended Improvement Guarantee, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement, or spend such funds to finish improvements or correct deficiencies in the public improvements, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.

- (f) If an Improvement Guarantee is to expire within 30 calendar days and the DEVELOPER has not yet provided a satisfactory replacement, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement, or spend such funds to finish improvements or correct deficiencies in the public improvements, as the TOWN deems appropriate.
- (g) If the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, then the TOWN shall furnish written notice to the DEVELOPER of the condition, and within thirty (30) days of receipt of such notice the DEVELOPER shall give the TOWN a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.10. If the DEVELOPER refuses or fails to give the TOWN a substituted qualifying Improvement Guarantee, or augment the deficient security, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement, or spend such funds to finish improvements or correct deficiencies in the public improvements, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.

#### **1.11 Indemnification and Release of Liability.**

- (a) **General Liability.** DEVELOPER agrees to indemnify and hold harmless the TOWN, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action, or claim caused by, arising from, or due to acts or omissions by the

DEVELOPER, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the TOWN and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that DEVELOPER's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the TOWN or conformance with requirements imposed by the TOWN. Said obligation of DEVELOPER shall be limited to suits, actions or claims based upon conduct before "final acceptance" by the TOWN of the construction work. DEVELOPER acknowledges that the TOWN's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the DEVELOPER or third party is assumed by such review or approval.

- (b) **Drainage Liability.** The DEVELOPER shall indemnify and hold harmless the TOWN for any liability the latter may have or account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this PROPERTY or from the construction of streets or storm sewers therein. In addition, the DEVELOPER promises to reimburse the TOWN for any costs including, but not limited to, reasonable attorneys' fees, which the TOWN incurs in acquiring or condemning any rights-of-way or easements that they require the TOWN to acquire or condemn or which the TOWN is held to have acquired or condemned, for drainage because of the development of this PROPERTY.
- (c) **Tax Liability.** The DEVELOPER shall pay all property taxes on property dedicated to the TOWN, and shall indemnify and hold harmless the TOWN for any property tax liability.

**1.12 Insurance.** DEVELOPER shall, through contract requirements and other normal means, guarantee and furnish to the TOWN proof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance.

**1.13 OSHA Compliance.** DEVELOPER shall, through contract requirements and other normal means, guarantee and furnish to the TOWN proof that all employees and contractors engaged in the construction of improvements are required to faithfully comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

## **2. CONSTRUCTION OF IMPROVEMENTS**

- 2.1 Improvements to Be Constructed.** In accordance with the policies and ordinances of the TOWN, the DEVELOPER shall construct all improvements specified in “Exhibit B,” within the time schedule specified therein.
- 2.2 On-site and Off-site Rights-of-way, Easements, Licenses and Permits.** Before TOWN may approve construction plans for any improvements herein agreed upon, DEVELOPER shall acquire at its own expense and convey to the TOWN, all necessary land, right-of-ways, easements, licenses and permits required by the TOWN for the construction of the proposed improvements related to the development. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by General Warranty Deed in form and substance acceptable to the TOWN Attorney. The TOWN at the DEVELOPER’s expense shall record all title documents. The DEVELOPER shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the TOWN Attorney.
- 2.3 Construction.**
- (a)** DEVELOPER shall furnish and install, at its own expense, the improvements listed on “Exhibit B,” in conformance with the subdivision plat and final development plan, drawings, plans and specifications approved by the TOWN before construction.
  - (b)** If DEVELOPER does not meet the above obligations, then DEVELOPER shall be in default of the Agreement, and the TOWN may exercise its rights under Section 13.1 of this Agreement including the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- 2.4 Utility Coordination and Installation.** In addition to the improvements described on “Exhibit B,” that are the DEVELOPER’s responsibility to construct, install and develop, DEVELOPER shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other utilities required to serve the Development. All utilities within the Development shall be placed underground to the extent required by the TOWN Code.
- 2.5 Utility Relocation.** DEVELOPER shall pay the full cost of relocating existing utilities that the development of the PROPERTY may require. DEVELOPER shall relocate all existing overhead utilities within the PROPERTY or in road right-of-ways adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables underground. Facilities designed for the



transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.

## **2.6 Trash, Debris, Mud, Wind and Water Erosion.**

- (a) Erosion and Sediment Control Plan.** DEVELOPER shall provide an wind and stormwater erosion and sediment control plan for review and approval by the TOWN. The plan shall address the existing and potential erosion and sediment problems to be created by the proposed development. Conservation measures used to mitigate these concerns shall be in accordance with standards and specifications in effect at the time of construction and may include by way of illustration, restrictions on the acreage of land stripped of vegetation, temporary seeding with grass cover, the use of geo-textile and erosion control mats, sprinkling of exposed ground, berms and sedimentation fences, chiseling exposed ground, etc. If applicable, DEVELOPER shall consult the Soil Conservation District regarding erosion and sediment control.
- (b)** DEVELOPER agrees that during construction of the development and improvements described herein, DEVELOPER shall take any and all steps necessary to control trash, debris and wind or water erosion in the development. If the TOWN determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, DEVELOPER agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by TOWN. If DEVELOPER does not abate said nuisance or if an emergency exists, to be determined by the TOWN in its sole discretion, the TOWN may abate the nuisance and/or correct any damage or injury without notice to DEVELOPER at DEVELOPER's expense.
- (c)** DEVELOPER agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the TOWN. If DEVELOPER does not abate such mud or debris, or if an emergency exists, TOWN may abate the same at DEVELOPER's expense.

## **2.7 State Stormwater Discharge Permit Required.** DEVELOPER shall obtain a CDPS "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction.

## **2.8 Operation of Construction Equipment.**

- (a) DEVELOPER shall prohibit the operation of construction equipment outside an enclosed structure between the hours of 8:00 p.m. and the hour of 7:00 a.m. on weekdays, or the hour of 8:00 a.m. on legal holidays and weekends. The Town Engineer may, upon written application, alter the hours of operation for good cause.
- (b) The operation of construction equipment for grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the Town Engineer may alter the hours of operations.

### 3. PUBLIC USE LAND DEDICATION

- 3.1 **Public Use Dedication.** Before the issuance of any building permits, DEVELOPER shall convey to the TOWN those certain lands as described or depicted on the subdivision plat as dedicated to public uses. Said conveyance shall be by General Warranty Deed in form and substance satisfactory to the TOWN Attorney. The DEVELOPER shall, at DEVELOPER's expense, furnish a commitment for title insurance on the property at the time of conveyance. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways that would be readily apparent from a physical inspection. The TOWN shall record all title documents at the DEVELOPER's expense. The TOWN and the DEVELOPER agree that the dedication of land for public purposes is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- 3.2 **Environmental Indemnification.** The DEVELOPER specifically represents that to the best of its knowledge, all portions of the Development dedicated to the TOWN associated with this development are in compliance with all environmental protection and antipollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that such portions of the property as are dedicated to the TOWN pursuant to this Agreement, are in compliance with all such requirements about the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The DEVELOPER does hereby indemnify and hold harmless the TOWN from any liability whatsoever that may be imposed upon the

TOWN by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup required by leaking aboveground and underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the TOWN pursuant to this development. The DEVELOPER further agrees to indemnify and hold harmless the TOWN from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the TOWN by third parties arising from the dedication of portions of the Property to the TOWN pursuant to this development. Said indemnification shall not extend to claims, actions or other liability arising from any hazardous substance, pollutants or contaminants generated or deposited by the TOWN, its agents or representatives, upon portions of the property dedicated to the TOWN pursuant to this development.

- 3.3 Oil and Gas Wells and Production Facilities Indemnification.** The DEVELOPER does hereby indemnify and hold harmless the TOWN from any liability whatsoever that may be imposed upon the TOWN about the existence or future placement of oil or gas wells and related production facilities, including but not limited to wells, pumping units, collection lines, pits, separators, storage tanks, pipe storage, and other ancillary buildings or equipment on lands dedicated for public purposes. The DEVELOPER further agrees to indemnify and hold harmless the TOWN from any claims or actions based directly, indirectly or in any manner on any of the aforementioned risks brought against the TOWN by third parties arising from the dedication of portions of the PROPERTY to the TOWN pursuant to this development.

## **4. WATER RIGHTS**

### **4.1 Water Rights.**

- (a)** If not transferred to the TOWN at the time of annexation, DEVELOPER shall furnish to the TOWN title to the water rights required by the ordinances, resolutions, rules, and regulations of the TOWN before the TOWN records the final Subdivision Plat.
- (b)** The TOWN may require the dedication of irrigation water rights that are to be used in the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not non-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.

- (c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## 5. WATER IMPROVEMENTS

**5.1 Provision of Water Service.** The parties agree that the PROPERTY will receive water service from the TOWN. The DEVELOPER shall comply at the time of development with the Town's requirements. The TOWN and the DEVELOPER agree that the water system improvements set forth in "Exhibit B" are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

**5.2 Water Service Availability.** TOWN does not warrant the availability of water service to the DEVELOPER for any phase of development. A determination of water service availability by TOWN shall be made by a water system analysis at the time the DEVELOPER requests water taps. In the event that the TOWN determines that it has insufficient water service availability, TOWN shall issue no water taps until there is water service availability.

### 5.3 Extension of Water Services.

- (a) DEVELOPER shall install at his sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to provide service from the TOWN's system to the PROPERTY pursuant to TOWN-approved plans, specifications, and as described in "Exhibit B." These extensions may include the oversizing of lines and pumping and storage facilities for future development of adjacent property.
- (b) DEVELOPER shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the PROPERTY. Water lines lying within the dedicated right-of-way shall be dedicated to TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of water lines and other water facilities will be as specified in this AGREEMENT.
- (d) TOWN and the DEVELOPER agree that the water system improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- 5.4 Water Tap Fees.** Water tap fees shall be the existing TOWN water tap fees at the time that the DEVELOPER requests water taps. Water tap fees shall be paid when a building permit for a structure is requested from the TOWN.

## **6. SANITARY SEWER SERVICES**

### **6.1 Provision of Sanitary Sewer Service.**

- (a) It is agreed by the parties that the property will receive sanitary sewer service from the TOWN. The DEVELOPER shall comply at the time of development with the TOWN'S requirements.
- (b) The TOWN and the DEVELOPER agree that the sanitary sewer system improvements required by the TOWN are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

### **6.2 Extension of Sanitary Sewer Services.**

- (a) DEVELOPER shall install at his sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the TOWN'S system to the PROPERTY pursuant to District approved plans, specifications, and as described in "Exhibit B." These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.
- (b) DEVELOPER shall install at his sole cost and expense, all the sewer lines and appurtenances within the PROPERTY. Sewer lines lying within the dedicated right-of-way shall be dedicated to TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of sewer lines and other sewer facilities will be as specified by the TOWN.

- 6.3 Sanitary Sewer Service Availability.** TOWN does not warrant the availability of sanitary sewer service to the DEVELOPER for any phase of development. A determination of sanitary sewer service availability by TOWN shall be made by a system analysis at the time the DEVELOPER requests sanitary sewer taps. In the event that the TOWN determines that it has insufficient sewer service availability, they shall issue no sanitary sewer taps until there is sanitary sewer service availability.

**6.4 Sanitary Sewer Tap Fees.** Sanitary sewer tap fees shall be the existing TOWN sanitary sewer tap fees at the time that the DEVELOPER requests sewer taps. Proof of payment of sanitary sewer tap fees shall be presented when a building permit for a structure is requested from the TOWN.

**6.5 Material and Construction Specifications.** The DEVELOPER shall construct and install all sewer lines and appurtenances thereto, including both on-site and off-site improvements pursuant to Town approved plans, material and construction specifications and as described in "Exhibit B."

*Alternative Language if sanitary sewer is not available or will not be provided to the property. Use to replace the paragraphs above.(reformat for numbering consistency)*

**6.1 Individual Sewage Disposal System (ISDS).**

(a) The DEVELOPER and the TOWN recognize that sanitary sewer service for the property is not currently available. Therefore, an Individual Sewage Disposal System (ISDS) serving the property may be used in the place of sewer service. The installation of an ISDS shall be subject to a separate agreement between the lot owner and the TOWN specifying the conditions under which the lot owner is permitted to install and maintain an ISDS. The ISDS shall also be subject to the permitting, inspection and approval by the Weld County Health Department.

(b) The DEVELOPER shall record a disclosure with all lots sold verifying that it shall be the responsibility of the fee title owner of the property to bear the cost of extending sanitary sewer lines to the lot at such time as a gravity sanitary sewer line approaches less than 400 feet from the property line of the lot, or should the State of Colorado or any other governmental agency require sanitary sewer service to be provided to this property, and to bear the cost of properly abandoning an ISDS system upon the connection of the ISDS system to a sanitary sewer system.

(c) The TOWN and the DEVELOPER agree that the costs of ISDS system(s), its installation, maintenance and abandonment, are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

**7. DRAINAGE IMPROVEMENTS**

**7.1 Provision of Stormwater Drainage.** It is agreed by the parties that the property will participate in the stormwater drainage system provided by the TOWN. The

DEVELOPER shall comply at the time of development with the Town's requirements.

- (a) DEVELOPER shall construct drainage improvements for the development in accordance with the Master Drainage Plan prepared by the DEVELOPER and approved by the TOWN and the responsible drainage district, if any. These improvements may include the oversizing of storm sewer lines, drainage swales, pumping and storage facilities for future development of adjacent property or to accommodate the pass-through of historical flows from adjacent property.
- (b) DEVELOPER shall install at his sole cost and expense, all the stormwater lines, drainage swales, pumping, detention and stormwater treatment facilities within the PROPERTY. DEVELOPER shall install at his sole cost and expense, such sedimentation and erosion control measures as are required. DEVELOPER shall install at his sole cost and expense, such Development groundwater and foundation drainage system as may be required for development of the PROPERTY.
- (c) Any reimbursements to the DEVELOPER for oversizing of storm sewer lines and other stormwater facilities, or the construction of off-site facilities will be as specified in this AGREEMENT.
- (d) The TOWN and the DEVELOPER agree that the stormwater drainage system improvements set forth in "Exhibit B" are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## **7.2 Master Drainage Plan.**

- (a) The DEVELOPER, at his sole expense shall prepare a master drainage plan for the PROPERTY. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection, detention and treatment facilities for on-site stormwater and the pass-through of off-site historical stormwater flows based on the 100 year storm flows. If the master drainage plan results in changes to drainage affecting other property or facility owners, the TOWN may require the DEVELOPER to obtain written consent from each property or facility owner for the changes before the TOWN will approve of the plan.
- (b) Stormwater discharges and runoff shall be designed to discharge into TOWN approved drainage ways and facilities, and shall, to the maximum extent possible, avoid conveying stormwater discharges in irrigation

ditches. In the event that stormwater discharges into an irrigation ditch, the DEVELOPER shall by separate agreement obtain the written consent of the owner(s) of the irrigation facility to accept said stormwater. A copy of the agreement shall be provided to the TOWN before the TOWN will approve the master drainage plan.

- (c) The master drainage plan shall define the DEVELOPER's responsibility for on-site surface drainage improvements. The master drainage plan may include construction of facilities to convey, collect and detain stormwater and to remove pollutants from it.
- (d) The master drainage plan shall define the DEVELOPER's responsibility for groundwater and foundation drainage improvements, if any. Groundwater and foundation drainage improvements shall not discharge into public stormwater facilities or improvements without prior written approval of the TOWN. DEVELOPER shall be responsible for obtaining all state and federal permits that may be required for the discharge of this groundwater to the state waters.
- (e) The master drainage plan shall define the DEVELOPER's responsibility for off-site improvements including the oversizing of facilities.
- (f) The TOWN may require the DEVELOPER to update the master drainage plan for the PROPERTY for the review of each final plat to determine the design, timing, and responsibility for the improvements.

### **7.3 Drainage Improvement Construction.**

- (a) DEVELOPER shall construct drainage improvements for the Development in accordance with Master Drainage Plan and plans and specifications approved by the TOWN, and as described in "Exhibit B."
- (b) The DEVELOPER shall so design and construct all storm drainage facilities as to control all stormwater runoff greater than that historically generated from the PROPERTY. The DEVELOPER shall not alter historic flows in a way that would adversely affect upstream or downstream properties.
- (c) The DEVELOPER shall construct all improvements in an appropriate sequence to meet the demands that development of the PROPERTY generates. The DEVELOPER shall meet all TOWN standards and specifications in effect at the time of construction.



- 7.4 Overlot Grading of Property.** DEVELOPER shall initiate no overlot grading until the TOWN issues written approval of utility plans. The DEVELOPER shall provide temporary erosion control during overlot grading until the drainage improvements are completed.
- 7.5 Drainage Improvement Completion Before Issuance of Building Permits.** Drainage improvements shall be completed and granted conditional acceptance by the TOWN before the issuance of building permits. Completion of the improvements shall include the certification by a licensed professional engineer that DEVELOPER has constructed the drainage facilities that serve the development in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the DEVELOPER to correct. Said certification shall be submitted to the TOWN at least two (2) weeks before the date of issuance for any subsequent building permit.
- 7.6 Modification of Approved Drainage Improvements.** Drainage improvements for each lot shall be constructed by the DEVELOPER in accordance with plans approved by the TOWN. Said plans shall conform to the TOWN's then existing regulations. DEVELOPER shall furnish copies of approved plans to subsequent purchasers of lots and record a disclosure with all lots sold that it shall be the responsibility of the fee title holder to maintain the stormwater drainage improvements as constructed. Any changes from the approved plans with respect to grade elevation, storm drainage facility design, or landscaping that will change, modify, impede or otherwise block the flow of stormwater on or across any private property, that occur as a result of the construction of houses and/or other development of lots, whether by the DEVELOPER or other parties, shall require the approval of the TOWN. The TOWN may withhold the issuance of building permits and certificates of occupancy until the TOWN has approved such changes as acceptable for the safe and efficient delivery of storm drainage water.
- 7.7 Stormwater Drainage Basin Fees.** The DEVELOPER shall pay any stormwater drainage basin fees as applicable. The TOWN and the DEVELOPER agree that stormwater drainage basin fees are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- 7.8 Areas of Special Flood Hazard.** Construction within a FEMA designated "area of special flood hazard" is prohibited except as may be allowed in accordance with Section 16, Article III of the Milliken Municipal Code. If any portion of the PROPERTY lies within an area of special flood hazard, including unmapped areas of special flood hazard, as defined by the Federal Emergency Management Agency (FEMA), the DEVELOPER is responsible for all the necessary design and the submittal of an application to FEMA for proposed changes to the designation to enable development of the PROPERTY within said areas. The

TOWN must review and approve any submittal to FEMA before submittal to FEMA. FEMA shall approve any change in the area of special flood hazard designation before they will permit the DEVELOPER to undertake development activities within the area affected by the proposed change. The TOWN and the DEVELOPER agree that areas of special flood hazard are directly related to the topography of the land proposed for development and that any restrictions imposed on development by the application of the Town's regulations are reasonable and that no taking thereby will occur requiring any compensation.

- 7.9 Maintenance of Drainage Facilities.** Detention ponds, private storm sewers, underdrains, drainage swales and other drainage facilities will be owned and maintained by the DEVELOPER or a Homeowners' Association, unless otherwise stated in this AGREEMENT. The TOWN and the DEVELOPER agree that drainage improvements to be maintained by the DEVELOPER or Homeowner's Association are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## **8. TRANSPORTATION FACILITIES**

- 8.1 Traffic Impact Study.** The DEVELOPER shall provide the TOWN a traffic impact study prepared by a transportation professional with adequate experience in transportation engineering and planning, in accordance with the criteria specified by the TOWN at the time of submittal of a final plat, unless the TOWN waives the requirement. The traffic impact study shall give special consideration to the use of traffic calming techniques and alternative modes of transportation in the design of the transportation facilities. The TOWN and the DEVELOPER agree that such transportation improvements as depicted in the traffic study are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

### **8.2 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.**

- (a)** For full development of the PROPERTY to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in the approved traffic study or future updates to the study. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the PROPERTY shall be the DEVELOPER's sole responsibility, subject to reimbursement as detailed in this AGREEMENT.
- (b)** If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the PROPERTY, the DEVELOPER

may request the TOWN's assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

- 8.3 On-site and Off-site Transportation Improvements.** For full development of the PROPERTY to occur, certain on-site and off-site transportation improvements, as identified in the approved traffic study, may be necessary. The DEVELOPER shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the PROPERTY will generate. The DEVELOPER shall follow all applicable provisions and standards of the Milliken Municipal Code. The DEVELOPER agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate transportation needs that each phase of the PROPERTY development will generate.
- 8.4 On-site and Off-site Arterial Street Improvements and Arterial Intersection Improvements.** The DEVELOPER's construction of on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost of a collector street and collector street intersection, excluding on-site rights-of-way and site specific improvements, will be subject to reimbursement by the TOWN or adjacent benefitted property as specified in this AGREEMENT.
- 8.5 On-site Transportation Improvements.** The DEVELOPER is solely responsible for construction of all transportation improvements to accommodate development of the PROPERTY that do not directly benefit other properties. The TOWN will not provide for reimbursement to the DEVELOPER for these expenses.
- 8.6 Street Improvements.** For the purposes of this Agreement, "street improvements" shall be defined to include, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, traffic calming features, underground utilities, sidewalks, bicycle and pedestrian paths, traffic signs, street lighting, street name signs, landscaping, irrigation systems and drainage improvements. Street improvements other than curbs, gutters, sidewalks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed pursuant to TOWN approved plans, specifications, and as detailed in "Exhibit B."
- 8.7 Street Signs, Traffic Signs and Striping.** TOWN will install, at DEVELOPER's expense, striping, street name signs, stop signs, speed limit signs and other

regulatory signs on all internal streets and on those off-site streets as determined appropriate by the TOWN. TOWN shall install signs and striping in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

**8.8 Street Lights.** The total cost of street light installation shall be the DEVELOPER's obligation. DEVELOPER shall cause, at its own expense, the provider of electric and power service to install all required street lighting and underground electrical supply pursuant to TOWN-approved plans and specifications. Street lights shall be installed concurrently with the construct of the streets on which they are located. The TOWN and the DEVELOPER agree that street lights are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

**8.9 School Bus Shelters.** DEVELOPER will install at his cost appropriately designed pedestrian shelters at school bus stops within the development. The location of the shelters shall be decided in cooperation with the School District. The TOWN and the DEVELOPER agree that school bus shelters are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## **9. PARKS AND OPENSOURCE**

### **9.1 Park and Open Space Improvements.**

- (a) Park Master Plan.** Park and open space improvements for the development shall be designed by a professional park planner employed by the DEVELOPER, or by the TOWN at the DEVELOPER's sole cost, and constructed in accordance with the resulting master plan approved by the TOWN and the Carbon Valley Recreation District, if the park and/or open space is to be dedicated to the District, and as detailed in "Exhibit B." These improvements may include but not be limited to, the development of passive use open spaces and active use parks and open space and playgrounds.
- (b)** DEVELOPER shall construct, develop and install at his sole cost and expense, all landscaping, irrigation systems, ballfields, courts, skate parks, playgrounds, picnic shelters, restrooms, nature observation stations, trails and walkways within the PROPERTY in accordance with the master park plan.

- (c) Any reimbursements to the DEVELOPER for the construction of facilities to be shared by other developments will be as specified in this AGREEMENT.
- (d) The TOWN and the DEVELOPER agree that open space and park improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

**10. FIRE PROTECTION FACILITIES** The DEVELOPER shall be solely responsible for installing all fire hydrants and other fire protection facilities on the PROPERTY and its perimeter as may be required by the Milliken Fire Protection District. The TOWN and the DEVELOPER agree that such fire protection improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## **11. LANDSCAPING**

### **11.1 Public and Private Landscape Improvements.**

- (a) **Public Landscaping Improvements.** DEVELOPER shall employ a qualified landscape planner or architect to design landscape improvements for public lands and rights-of-way within the development. DEVELOPER shall construct landscape improvements as required in landscape and irrigation plans approved by the TOWN and as detailed in "Exhibit B."
- (b) **Private Landscaping Improvements.** For private landscape improvements, excluding single family detached residential lots, DEVELOPER shall furnish a final landscape plan to the TOWN for approval before installation of landscape improvements.
- (c) The TOWN and the DEVELOPER agree that landscaping improvements for public lands and rights-of-way are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

## **12. SPECIAL PROVISIONS.**

The following special provisions apply only to the (insert the name of the subdivision or PUD). *(Insert the following provisions as may apply. Add other provisions as developed through negotiations with the Developer. Reformat for numbering consistency)*

- 12.1 Special Street Improvements.** DEVELOPER agrees that the improvements to (insert the name of existing street to be improved/upgraded), as shown on the

approved utility plans and as depicted in the Schedule of Improvements provided in "Exhibit B," shall be completed before issuance of a Certificate of Occupancy for any platted lot in the Development. Such improvements shall include, but not be limited to, the widening and overlay of (insert the name of existing street to be improved/upgraded). If weather does not permit the immediate overlay of (insert the name of existing street to be improved/upgraded) after the necessary street cuts for utility connection and extensions have been made, the DEVELOPER shall apply, as temporary measures until weather does so permit, such street cut patches as are required by the TOWN.

**12.2 Special Streets Improvements, Sidewalks and Storm Drainage.** The owner shall prepay 115% of the estimated cost of paving, curb and gutter, sidewalks and stormwater drainage for one half of those portions of (street name) adjacent to the property. The amount to be prepaid upon the acceptance of this subdivision improvement agreement for (street name) is \$ . The prepayment shall satisfy all obligations of the Owner for the paving, curb and gutter, sidewalks and storm drainage for those portions of (street name) adjacent to the property.

**12.3 Master Utility Plan for a Phased Development.**

- (a) The parties understand and agree that a Master Utility Plan shall be prepared and submitted by the DEVELOPER for conditional approval and final approval as set forth in this Section, and that such Master Utility Plan shall apply not only to (insert the name of the subdivision or PUD) Filing (insert the filing number), but to all future filings pertaining to the DEVELOPER's property in (insert the name of the subdivision, PUD or the aliquot description).
- (b) The Master Utility Plan shall be prepared in accordance with all applicable criteria of the TOWN in effect as of the date of this Agreement. DEVELOPER understands and agrees that the TOWN shall not issue any building permit for any platted lot within said (insert the name of the subdivision or PUD) Filing (insert the filing number), or for any future filing pertaining to the DEVELOPER's property in (insert the name of the subdivision, PUD or the aliquot description), until and unless TOWN has granted the Master Utility Plan final approval as set forth in Subsection (c) of this section.
- (c) DEVELOPER agrees that the TOWN shall not grant final approval of the Master Utility Plan until and unless DEVELOPER has addressed all of the TOWN's comments and requirements concerning said Plan to the satisfaction of the TOWN.

#### 12.4 Reimbursement to DEVELOPER for Public Facilities and Off-site Improvements.

- (a) **Water System Improvements.** TOWN may require DEVELOPER to build water mains, trunk lines, pumping and storage facilities and appurtenances large enough to serve future development of properties adjacent to the Development. Oversized water system improvements are to be constructed as follows:

(1) *(Insert the specific location and size of line, pumping facility, or storage facility that is required to be built and the amount of oversizing - additional capacity over what is required to serve the present Development - that is to be built by the Developer. Add more line items as necessary.)*

- (b) **Sewer System Improvements.** TOWN may require DEVELOPER to build sewer mains, trunk lines, pumping and treatment facilities and appurtenances large enough to serve future development of properties adjacent to the Development. Oversized sewer system improvements are to be constructed as follows:

(1) *(Insert the specific location and size of line, pumping facility, or treatment facility that is required to be built and the amount of oversizing - additional capacity over what is required to serve the present Development - that is to be built by the Developer. Add more line items as necessary.)*

- (c) **Drainage System Improvements.** TOWN may require DEVELOPER to build stormwater lines, drainage swales, pumping, detention and stormwater treatment facilities and appurtenances large enough to serve future development of properties adjacent to the Development. Oversized storm sewer system improvements are to be constructed as follows:

(1) *(Insert the specific location and size of line, drainage swales, pumping, detention and stormwater treatment facilities that are required to be built and the amount of oversizing - additional capacity over what is required to serve the present Development - that is to be built by the Developer. Add more line items as necessary.)*

- (d) **Transportation System Improvements.** TOWN may require DEVELOPER to acquire off-site rights-of-way, easements, licenses and permits and to construct on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost of a collector

street and collector street intersection. The parties recognize that such transportation improvements benefit the subsequent development of adjacent property. Transportation system improvements eligible for partial reimbursement are as follows:

- (1) *(Insert the specific location and size of the street, off-site rights-of-way, easements, licenses and permits or other transportation facility that is required to be built and the amount of oversizing - additional capacity over what is required to serve the present Development - that is to be built by the Developer. This is based on the transportation plan provided by the DEVELOPER. Add more line items as necessary.)*

- (e) **Park and Open Space Improvements.** TOWN may require DEVELOPER to develop parks and open space land within the Development to be shared by other subsequent developments in accordance with the master park plan. Shared parks and open space system improvements eligible for partial reimbursement are to be constructed as follows:

- (1) *(Insert the specific location and size of the park or open space facility that is required to be built and the amount of oversizing - additional capacity over what is required to serve the present Development - that is to be built by the Developer. Add more line items as necessary.)*

- (f) **Reimbursement for Public Facilities.** DEVELOPER is entitled to reimbursement from subsequent developers for the part of these facilities that their development will use. At the time of final approval of a subdivision plat or other development plan on properties that use facilities constructed or developed by the DEVELOPER, the TOWN will require as a condition of final approval, a proportional reimbursement to DEVELOPER in form and substance as provided by "Exhibit D," attached hereto. Reimbursement from subsequent developers shall be limited to those developments that receive annexation or final plat approval within fifteen (15) years of the date of this Agreement. The TOWN and the DEVELOPER agree that the public facilities and off-site improvements named above are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation other than that provided herein.

**12.5 Reimbursement by DEVELOPER for Public Facilities and Off-site Improvements.** The DEVELOPER is required to reimburse prior developers his proportional share of the cost for the construction and development of public



facilities and off-site improvements benefitting the development of the PROPERTY. This reimbursement to the prior developer(s) shall be as provided by separate agreement between the DEVELOPER and the prior developer(s) in form and substance as provided in "Exhibit E." Final approval of this Agreement shall be withheld until the Reimbursement Agreement is signed. DEVELOPER shall reimburse the following for the public facilities and off-site improvements benefitting the PROPERTY.

**(a) Water System Improvements.**

- (1) *(Insert the name of the developer to be reimbursed, the specific location and size of line, pumping facility, or storage facility that was built and the DEVELOPER's proportionate share to be reimbursed. Add more line items as necessary.)*

**(b) Sewer System Improvements.**

- (1) *(Insert the name of the developer to be reimbursed, the specific location and size of line, pumping facility, or treatment facility that was built and the DEVELOPER's proportionate share to be reimbursed. Add more line items as necessary.)*

**(c) Drainage System Improvements.**

- (1) *(Insert the name of the developer to be reimbursed, the specific location and size of line, drainage swales, pumping, detention and stormwater treatment facilities that were built and the DEVELOPER's proportionate share to be reimbursed. Add more line items as necessary.)*

**(d) Transportation System Improvements.**

- (1) *(Insert the name of the developer to be reimbursed, the specific location and size of the street, off-site rights-of-way, easements, licenses and permits or other transportation facility that was built and the DEVELOPER's proportionate share to be reimbursed. Add more line items as necessary.)*

**(e) Park and Open Space Improvements.**

- (1) *(Insert the name of the developer to be reimbursed, the specific location and size of the park or open space facility that was built*

*and the DEVELOPER's proportionate share to be reimbursed.  
Add more line items as necessary.)*

- (f) The TOWN and the DEVELOPER agree that the oversizing of the above-named facilities are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

### 13 MISCELLANEOUS TERMS

- 13.1 Breach of Agreement, Default.** In the event that the DEVELOPER should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the TOWN in its sole discretion may declare the DEVELOPER in default and after giving thirty (30) days written notice may call the security provided in Section 1.10 and exercise all other remedies available to the TOWN. The TOWN may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the improvements. Any cost incurred by the TOWN including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the DEVELOPER shall be paid by the DEVELOPER. The TOWN may deduct these costs from the Improvement Guarantee. Failure to timely complete construction of improvements that is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the DEVELOPER's control shall not be considered a breach of the Agreement.
- 13.2 Reimbursement to TOWN.** The TOWN may complete construction, repairs, replacements, or other work for DEVELOPER pursuant to Sections 1.6, 1.7, 1.8, or 13.1 of this Agreement with funds other than the Improvement Guarantee, in which event DEVELOPER shall reimburse the TOWN within thirty (30) days after receipt of written demand and supporting documentation from the TOWN. If DEVELOPER fails to so reimburse TOWN, then DEVELOPER shall be in default of the Agreement and the TOWN may exercise its rights under Section 13.1 of this Agreement.
- 13.3 Access to Public Street Required for Building Permit.** TOWN shall issue no building permits for any structure located more than nine hundred feet from a single point of access.
- 13.4 Recording of Agreement.** The TOWN shall record this Agreement at DEVELOPER's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the TOWN shall retain the recorded Agreement.

**13.5 Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**13.6 Assignment, Delegation and Notice.** DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of DEVELOPER under this Agreement.

**EXCEPTION:** The DEVELOPER may sell individual developed lots, commercial lots or multi-family land without the TOWN's approval.

**13.7 Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections that are contained herein.

**13.8 Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**TOWN:**

TOWN of Milliken  
c/o TOWN Clerk  
P.O. Box 435  
Milliken, CO 80530

**DEVELOPER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Bruce Fickel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box 5  
Berthoud, CO 80513

Or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- 13.9 Force Majeure.** Whenever an agreed upon deadline requires DEVELOPER to complete construction, maintenance, repair, or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of DEVELOPER.
- 13.10 Approvals.** Whenever approval or acceptance of a matter is required or requested of the TOWN pursuant to any provisions of this Agreement, the TOWN shall act reasonably in responding to such matter.
- 13.11 Previous Agreements.** All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.
- 13.12 Title and Authority.** DEVELOPER warrants to the TOWN that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter this Agreement.
- 13.13 Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of DEVELOPER or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the TOWN, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 13.14 Attorney Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
- 13.15 Agreement Status After Final Acceptance.** Upon Final Acceptance by TOWN of all improvements and compliance by DEVELOPER with all terms and conditions of this Agreement, and if no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ATTEST:

TOWN OF MILLIKEN

By \_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Mayor

DEVELOPER:

By \_\_\_\_\_  
Its \_\_\_\_\_

ACKNOWLEDGMENT

State of Colorado     )  
                                  ) ss.  
County of Boulder    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

My commission expires:

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**FINAL PLAT**

(Attached the Final Plat document reduced to letter size )

**EXHIBIT B**  
**SCHEDULE OF IMPROVEMENTS**

*(Sample of typical subdivision improvements, add categories and items as appropriate)*

*(insert name of subdivision)* PUBLIC IMPROVEMENTS - *(insert phase number if multiple phase project)*

Description of Improvement	Location of Improvement	Quantity	Unit Price	Total	Completion Date
<b>Water Off-Site Improvements</b>					
Off-site 18" lines		LF	\$	\$	
Off-site 16" lines		LF	\$	\$	
Off-site 12" lines		LF	\$	\$	
Off-site Valves		Each	\$	\$	
Off-site metering station		Each	\$	\$	
Easements for off-site water lines		Sq.F	\$	\$	
Open trench crossing w/24" casing		LF	\$	\$	
Bored crossing w/24" casing		LF	\$	\$	
<b>Water Off-site Subtotal</b>				\$	
<b>Water On-site Improvements</b>					
On-site 12" lines		LF	\$	\$	
On-site 8" lines		LF	\$	\$	
Valves		Each	\$	\$	
Service connections		Each	\$	\$	
Fire hydrants		Each	\$	\$	
Open trench crossing w/24" casing		LF	\$	\$	
Bored crossing w/24" casing		LF	\$	\$	
<b>Water On-site Subtotal</b>				\$	
<b>Sewer Off-site Improvements</b>					
Off-site 12" lines		LF	\$	\$	
Manholes		Each	\$	\$	
Easements for off-site sewer lines		Sq.F	\$	\$	

Open trench crossing w/24" casing		LF	\$	\$	
Bored crossing w/24" casing		LF	\$	\$	
<b>Sewer On-site Subtotal</b>				\$	
Description of Improvement	Location of Improvement	Quantity	Unit Price	Total	
<b>Sewer On-site Improvements</b>					
On-site 12" lines		LF	\$	\$	
On-site 8" lines		LF	\$	\$	
Service connections 4"		Each	\$	\$	
Manholes		Each	\$	\$	
Easements for off-site sewer lines		Sq.F	\$	\$	
Open trench crossing w/24" casing		LF	\$	\$	
Bored crossing w/24" casing		LF	\$	\$	
4" Force mains		LF	\$	\$	
Lift Station _____ g.p.d. capacity		Each	\$	\$	
<b>Sewer On-site Subtotal</b>				\$	
<b>Streets Off-site Improvements</b>					
Asphalt		SY			
Subgrade		SY			
Median curb & gutter		LF	\$	\$	
24" Street curb & gutter		LF	\$	\$	
Crosspans		Sq.F	\$	\$	
8' Sidewalks		LF	\$	\$	
Traffic control signals & signs		Each	\$	\$	
<b>Street Off-site Subtotal</b>				\$	
<b>Street On-site Improvements</b>					
Asphalt		SY			
Subgrade		SY			



Median curb & gutter		LF	\$	\$	
24" Street curb & gutter		LF	\$	\$	
Concrete Crosspans		Sq.F	\$	\$	
5' Sidewalks		LF	\$	\$	
Traffic control signals & signs		Each	\$	\$	
<b>Street Off-site Subtotal</b>				\$	
Description of Improvement	Location of Improvement	Quantity	Unit Price	Total	
<b>Stormwater Drainage Improvements</b>					
36" ____ pipe		LF	\$	\$	
36" Flared End		Each	\$	\$	
24" ____ pipe		LF	\$	\$	
Inlets		Each	\$	\$	
Manholes		Each	\$	\$	
Drainage swales - excavation		CY	\$	\$	
Storm detention area - excavation		CY	\$	\$	
<b>Stormwater Drainage Subtotal</b>				\$	
<b>Park Improvements</b>					
Overlot grading		CY	\$	\$	
Deciduous trees		ØCaliper	\$	\$	
Ornamental trees		ØCaliper	\$	\$	
Evergreen trees		HHeight	\$	\$	
Deciduous/Evergreen shrubs		gal.	\$	\$	
Sodding w/soil prep		Sq.F	\$	\$	
Irrigation for sod			\$	\$	
Decomposed granite		CY	\$	\$	
Playground equipment				\$	
Sidewalks & trails		LF	\$	\$	

Shelters & restrooms				\$	
<b>Park Improvements Subtotal</b>				\$	
<b>Pedestrian &amp; Recreational Trails</b>					
10' Concrete trails		LF	\$	\$	
8' Soft trails - crusher fines		LF	\$	\$	
Combined 8' concrete w/4' crusher fines		LF	\$	\$	
Equestrian trails - 10' crusher fines		LF	\$	\$	
<b>Pedestrian &amp; Recreational Trails Subtotal</b>				\$	
Description of Improvement	Location of Improvement	Quantity	Unit Price	Total	
Landscape Improvements					
Deciduous trees		ØCaliper	\$	\$	
Ornamental trees		ØCaliper	\$	\$	
Evergreen trees		NHeight	\$	\$	
Deciduous/Evergreen shrubs		gal.	\$	\$	
Irrigation			\$	\$	
Ground cover w/soil preparation		SF	\$	\$	
<b>Landscape Improvements Subtotal</b>				\$	
<b>Miscellaneous Improvements</b>					
Ornamental Street lights		Each	\$	\$	
<b>Miscellaneous Improvements Subtotal</b>				\$	

**EXHIBIT C  
IMPROVEMENT GUARANTEE**

(Sample)

(BANK LETTERHEAD)

---

**IRREVOCABLE LETTER OF CREDIT**

Town of Milliken  
P.O. Box 435  
Milliken, CO 80530

No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Expiration: \_\_\_\_\_

Gentlemen:

We hereby authorize you to draw on us for the account of \_\_\_\_\_ (Insert the name and account number of the DEVELOPER) up to an aggregate amount of \$ \_\_\_\_\_ (Estimated cost of improvements) available by your drafts at sight for one hundred percent (100%) face value accompanied by your signed statement that the above is drawn in payment of public improvements pursuant to:

(Insert the title of the Memorandum of Agreement for Public Improvements)

Drafts must be drawn and negotiated on or before eighteen (18) months from date. Each draft presented under this letter of credit must state that it is drawn under \_\_\_\_\_ (Title of Bank and identification of the Letter of Credit) and the amount endorsed on this letter of credit.

We hereby agree the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon the presentation to the drawee.

Yours, very truly,

By: \_\_\_\_\_ (signature of authorized bank officer)  
Title: \_\_\_\_\_ (title of signator)

Attest:

## EXHIBIT D

### MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the TOWN of Milliken, a Colorado municipal corporation, whose address is P.O. Box 435, Milliken, Colorado ("TOWN"), and (enter name of developer), a Colorado (enter the type of corporation), whose address is (enter the full address of developer) ("DEVELOPER").

**WHEREAS**, DEVELOPER owns certain real property situated within the TOWN known as (enter the name of the subdivision or PUD) ("Subdivision" or "Development"); and

**WHEREAS**, pursuant to the Memorandum of Agreement for Public Improvements ("AGREEMENT") dated (enter the date the AGREEMENT) between the TOWN and DEVELOPER, DEVELOPER has been required to provide at his sole expense, certain public improvements in conjunction with the development of said property, and

**WHEREAS**, certain undeveloped realty which is in the TOWN or which may be annexed to the TOWN, and not owned by the DEVELOPER, is so situated that upon anticipated subsequent development, the subsequent developer will directly benefit from the aforesaid public improvements provided by the DEVELOPER; and

**WHEREAS**, the TOWN is willing to lend its good offices in endeavoring to assist the DEVELOPER in the recoupment of reasonable expenses attributable to the benefit of the public improvements obtained by such subsequent developer at the time of development.

**NOW, THEREFORE**, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Public Improvements.** The parties hereby agree that the DEVELOPER shall be entitled to recover a portion of his expenses under the AGREEMENT from subsequent development that uses capacity in facilities provided by the DEVELOPER. The recovery allowed shall be in direct proportion to the amount of capacity in the facilities used by the subsequent development. The DEVELOPER shall

provide the TOWN with a signed statement of reimbursement charges from a qualified engineer, accompanied by supporting documentation, setting a dollar amount per measurable unit to be charged subsequent developers for their proportional share of the total capacity in the facilities. The reimbursement charge is subject to approval by the TOWN and is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The engineer's statement of reimbursement charges shall be attached to this agreement and incorporated therein. The DEVELOPER may recover for only that portion of the facilities that are used by a subsequent developer.

2. **Notice of Claim for Reimbursement by Subsequent Developer.** Upon written notification by DEVELOPER to the TOWN of a claim for reimbursement from a subsequent developer of property benefitted by said public improvements, TOWN agrees to require reimbursement from the subsequent developer as a condition of final development approval, along with interest at the legal rate then provided. Notice of the claim for reimbursement must be received by the TOWN during the initiation of subsequent development, i.e. upon application for annexation or platting. The DEVELOPER's claim for reimbursement is forfeited if written notice is received by the TOWN after final action is taken on the subsequent development.
3. **Time Limit for Reimbursement Eligibility.** Reimbursement from subsequent developers shall be limited to those developments which receive annexation or final plat approval within fifteen (15) years of the date of this Agreement.
4. **No Financial Commitment by TOWN.** Nothing in this Memorandum shall be construed as a commitment of financial liability to the DEVELOPER to otherwise require collection or payment of the amount claimed for reimbursement through participation of a subsequent developer, the TOWN is merely engaging to extend its good offices to facilitate an equitable resolution in achieving fair participation in public improvement costs.
5. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
6. **Binding Effect.** This agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
7. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the

same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

ATTEST:

TOWN OF MILLIKEN

By \_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Mayor

DEVELOPER:

By \_\_\_\_\_  
Its \_\_\_\_\_

#### ACKNOWLEDGMENT

STATE OF COLORADO     )  
                                      )     SS.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

My commission expires:  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT E

### MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between (enter name of developer of the public improvements), a Colorado (enter the type of corporation), whose address is (enter the full address of developer of the public improvements) ("Party of the First Part"), and (enter name of subsequent developer), a Colorado (enter the type of corporation), whose address is (enter the full address of subsequent developer) ("Party of the Second Part").

**WHEREAS**, Party of the Second Part owns certain real property situated within the TOWN known as (enter the name of the subdivision or PUD) ("Subdivision" or "Development"); and

**WHEREAS**, pursuant to the Memorandum of Agreement for Public Improvements ("AGREEMENT") dated (enter the date the AGREEMENT) between the Town of Milliken and Party of the First Part, the Party of the First Part has been required to provide at his sole expense, certain public improvements in conjunction with the development of his property, and

**WHEREAS**, the Party of the Second Part owns certain undeveloped realty which is so situated that upon development it will directly benefit from the aforesaid public improvements provided by the Party of the First Part; and

**WHEREAS**, the Town of Milliken has made it a condition of development approval that the Party of the Second Part reimburse the Party of the First Part for a portion of those reasonable expenses incurred by the Party of the First Part in the construction, installation and development of certain public improvements benefitting the development of property owned by the Party of the First Part; and

**WHEREAS**, the reimbursement is to be in direct proportion to the amount of capacity in the public improvements utilized by the development of the Party of the Second Part, including interest at the legal rate from the date of final acceptance of the public facilities;

**NOW, THEREFORE**, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Proportional Share of Public Improvements.** The parties hereby agree that the Party of the Second Part shall reimburse to the Party of the First Part for its proportional share of the public facilities constructed, installed and developed by the Party

of the First Part. The reimbursement charge is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The Party of the First Part may recover from the Party of the Second Part for only that portion of the facility that is used by the Party of the Second Part. The reimbursement charges are as follows:

**a. Water System Improvements.**

- i. (Insert the specific location and size of line, pumping facility, or storage facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). Add more line items as necessary.)*

**b. Sewer System Improvements.**

- i. (Insert the specific location and size of line, pumping facility, or treatment facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). more line items as necessary.)*

**c. Drainage System Improvements.**

- i. (Insert the specific location and size of line, drainage swales, pumping, detention and storm water treatment facilities that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*

**d. Transportation System Improvements.**

- i. (Insert the specific location and size of the street, off-site rights-of-way, easements, licenses and permits or other transportation facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (trip generation or dwelling unit). Add more line items as necessary.)*

**e. Park and Open Space Improvements.**

- i. (Insert the specific location and size of park or open space facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*



2. **Payment Schedule.** *(Payment schedule and methods of payment are to be subject to negotiation and agreement between the parties. Insert the payment schedule and methods of payment here)*
3. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
4. **Binding Effect.** This agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
5. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO     )  
  )     SS.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

My commission expires:  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO    )  
                                  )       SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ .

My commission expires:  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## LOW/MODERATE RENTAL HOUSING COVENANT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between the City of Boulder, a Colorado municipal corporation (hereinafter the "City"), and \_\_\_\_\_, (also known as the "Grantor") the applicant of a building permit to \_\_\_\_\_

### RECITALS

WHEREAS, the city has provided development approvals for a parcel of real property, commonly known as \_\_ ; the legal description of which is as follows:

(hereafter the "Property"); and

WHEREAS, the Grantor has benefitted from these development approvals; and

WHEREAS, the intent of the City in providing these development approvals is to preserve the affordability of the Property for persons of low and moderate income; and

WHEREAS, subsequent residents will benefit from the limitations which this Covenant requires; and

WHEREAS, the intent of the Grantor is to preserve through this Covenant the affordability of the Property for persons of low and moderate income, and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### COVENANTS

1. Grantor shall maintain the Dwelling Units *specify which units* on the property (hereafter the "Dwelling Units") and use them only for residential housing for rent. (*Specify units*) may only be rented to a person earning a gross income that does not exceed \_\_\_\_% of the Area Median Income ("AMI"). Gross income shall mean gross income as defined in 26 U.S.C. Section 61 of the United States internal Revenue Code, or any successor statute. Area Median Income (AMI) shall mean the Area Median Income annually reported by the United State Department of Housing and Urban Development ("HUD"), or by any successor United States Government department or agency, for the metropolitan statistical area which includes the City of Boulder, Colorado.

2. No person shall be allowed to occupy a Dwelling Unit whose income exceeds \_\_\_\_% of AMI, or if such person is a member of a family, the family's combined income may not exceed \_\_\_\_% of AMI for that family's household size. However, the above notwithstanding, a person, or family, whose income increases above the limits set forth above after he or she has become an occupant of the Dwelling Unit may be allowed to renew the lease for occupancy in the Dwelling Unit, provided that his or her, or the family's, gross income does not exceed 120% of AMI.

3. The initial rent charged each Dwelling Unit during the year immediately following the date of the Agreement shall not exceed (*specify the rent for the units*). Rent may be increased no more than once each year in an amount equal to, or less than, the percentage change in the "all items" figure for the prior twelve months in the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for all Urban Consumers ("CPI-U") for the primary metropolitan statistical area which includes the City of Boulder or by 3% of the prior year's rent, whichever figure is less. A rent increase above the percentage change in the CPI-U or 3% may be granted by the City upon its receipt and review of evidence which it finds to be convincing that operating expenses during the prior twelve months have increased by a percentage higher than the CPI-U or 3%. Grantor must provide tenants with at least thirty days written notice before rent increases are implemented. As used in this Agreement "rent" shall include, without limitation, all customary charges and fees to manage the dwelling units including water, sewer, and trash service and shall not include all other utilities, except that it shall not include amounts charged to tenants by Grantor to reimburse Grantor for actual amounts that Grantor is required to pay to utility companies for service to the Dwelling Unit as a result of the lack of credit worthiness, failure to pay their own utility bills, or neglect on the part of the tenant.

4. Nothing in this Covenant shall be deemed to create an agency, partnership, joint venture or employment relationship between the City and Grantor.

5. This Covenant may be specifically enforced against Grantor or any successor in interest to Grantor. Venue for such action shall be proper in Boulder County, and service may be made or notice may be given by posting such service or notice on the Dwelling Unit.

6. Grantor shall defend, indemnify and save harmless the City from and against all losses, claims, suits, judgements or liabilities incurred as a result of Grantor's activities, and as part of such indemnification obligation shall pay all costs and attorney's fees, if any, incurred by the City as a result of any such claims or suits. The time of attorneys and legal assistants in the Boulder City Attorney's Office spent on any such claims or suits shall be paid for by in accordance with generally prevailing attorney's fees charged in Boulder County for similar services.

7. Grantor shall comply with all applicable laws and regulations of the City, compliance and annual reporting requirements as defined by the Division of Housing, HHS, or any successor City of Boulder department or agency, and with those laws and regulations

8. Grantor shall provide the City with a signed copy of each lease that is in effect with respect to the Dwelling Unit promptly after it is executed and with a copy of all amendments or extensions thereto.

10. The Property may not be used to satisfy the requirements of 9-6.5 B.R.C, 1981 for any other property.

**(Grantor)**

Attest: \_\_\_\_\_ Date \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day or \_\_\_\_\_, 2000, by \_\_\_\_\_.

My commission expires \_\_\_\_\_

92

# **LIMITATIONS ON RESALE PRICE AND BUYER INCOME**

***Compliance with the provisions of this Covenant shall be  
deemed to be a requirement of title.***

## **LOW INCOME HOUSING COVENANT and DEED OF TRUST**

This Low Income Housing Covenant (“Covenant”) is entered into as of the \_\_ day of \_\_, 2001, by and between \_\_ (“Grantor”), and the City of Boulder Colorado, a Colorado home rule city (“City” or “Grantee”).

This Covenant applies to the real property commonly known as \_\_, Boulder, Colorado, a residential unit of approximately \_\_ square feet of floor area, as that term is defined in 9-6.5, B.R.C. 1981, which is more fully described as \_\_ and incorporated by this reference herein (“Property”).

## **RECITALS**

WHEREAS, the City has provided funds to develop this Property [development incentives for this Property]; and

WHEREAS, the Grantor has benefitted from these funds [development incentives]; and

WHEREAS, the intent of the City in providing these funds [development incentives] is to preserve the affordability of the Property for persons of low income; and

Milliken Workbookfin.doc

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and

WHEREAS, the intent of the Grantor is to preserve through this Covenant the affordability of the Property for persons of low income, and to assign to the City the right to enforce compliance with this Covenant.

NOW THEREFORE, in consideration of the benefits received by the parties, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the following meanings herein:

A. “Area Median Income” means the Area Median Income reported annually for single persons and households of various size by the United States Department of Housing and Urban Development, or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area which includes the City of Boulder, Colorado.

B. “CPI-U” means the most recent United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers for the consolidated metropolitan statistical area which includes the City of Boulder. In the event that the CPI-U is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the CPI-U.

C. “Domestic partner” means a person who has been duly registered with the Boulder City Clerk or other designated City of Boulder official as a domestic partner of the Owner pursuant to the provisions of the Boulder Revised Code.

D. “First deed of trust” means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Property to secure a loan used to purchase the Property made by an Institutional Lender.

E. “HUD” means the United States Department of Housing and Urban Development.

F. “HUD Low Income Limit” means the maximum gross household income which allows a household to be considered “low income” for the purposes of HUD financial assistance. These limits are reported annually by HUD and reflect the low income limit for a particular area.

Milliken Workbookfin.doc

G. “Income” means the definition of income under Section 8 of the United States Housing Act of 1937, codified at 42 U.S.C.S. § 1437a(b)(1990), as further determined by the United States Secretary of Agriculture in 24 CFR § 813.106 (1997). In the event that Section 8 is repealed or the definition of income under Section 8 is substantially modified, then “income” shall mean the anticipated total income for the next twelve month period received from all sources by each member of the household, excluding, however, temporary or non-recurring income (including gifts), income from the employment of children under age 18, payments for the care of foster children or foster adults, and amounts received specifically for the reimbursement of medical expenses for a member of the household.

H. “Institutional Lender” means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

I. “Owner” means the Grantor and any subsequent buyer, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.



J. “Primary Residence” means the residence which the Owner occupies for a minimum of ten (10) full months out of every calendar year.

K. “Real Property” means land and improvements or common interest ownership and improvements.

L. “Transfer” means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 11 hereof), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

## 2. Requirement of Title

Compliance with the provisions of this Covenant shall be deemed to be a requirement of title. Eligible buyers must have a current and valid income certification from the City in order to be eligible to purchase the Property.

## 3. Eligible Buyers

A. The City shall maintain a list of buyers who are certified to buy the Property. With the exceptions listed below, title to the Property may only be transferred to a person who has been certified by the City and who also has been qualified by an Institutional Lender for a mortgage to be used to buy the Property. In order to qualify, a buyer’s projected income may be not more than ten percentage points more than the HUD Low Income Limit for the Boulder-Longmont Primary Metropolitan Statistical Area, adjusted to reflect the family size of the buyer or buyers. If the Property is sold jointly to more than one buyer in the same transaction, or if the Property is sold to a buyer who is married or who has a domestic partner, or if the Property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers shall be considered to be a household for the purposes of this Covenant; (b) the income of all persons in the household (which will include each buyer of the Property, the spouse or domestic partner of the buyer, and each buyer’s children who are age eighteen or older) shall be used in determining the buyer’s(’) income; and (c) the HUD Low Income Limit shall be adjusted to reflect the household’s size.

B. The following transfers are exceptions to the above requirement, provided that the new Owners, other than an estate, shall use the Property as his or her principal residence:

- i. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also an Owner.
- ii. A transfer to the Owner’s estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a limited period of time.
- iii. A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.
- iv. A transfer by an Owner where the spouse or domestic partner of the Owner becomes the co-owner of the Property.

- v. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.
- vi. A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an Owner becomes the sole Owner of the Property.

#### 4. Good Faith Marketing and Selection Process

The Owner shall engage in a good faith marketing effort such that members of the public have a fair chance to become informed of the availability of the Property. The City shall be notified in writing of the Owner's interest in transferring the title to the Property at least forty five (45) days before any transfer is effected as well as be provided with a written good faith marketing plan which shall include without limitation the date the marketing period begins and the distinct elements of the good faith marketing effort. Upon receipt of such notice, the City shall notify the Owner of those persons who have been income certified by the City to buy the Property. The Property shall be marketed for a minimum of thirty (30) days. Proposed contracts-to-purchase may be submitted during the marketing period. However, no contract-to-purchase can be executed until the mandatory thirty (30) day marketing period has expired. When a proposed contract-to-purchase is received by the Owner, a copy of the contract shall be submitted to the City within two business days. The City will certify those persons who have applied to it or have a proposed contract-to-purchase who have been determined by the City to be eligible in income, and who have reviewed the provisions of this Covenant and expressed their willingness to accept them. The Owner shall maintain a marketing log that shows the advertisements and other information that was submitted to the public about the Property and keep a list of prospective buyers who have expressed an interest in the Property. Upon the expiration of the marketing period, if only one contract was received, the Owner may select that offer but only if the prospective buyer has been income certified by the City. If more than one contract has been received, the Owner shall utilize a fair selection process approved by the city manager. Inclusion of the following factors is consistent with a fair selection process:

- (i) Preference given first to a household that has worked in Boulder for at least six months,
- (ii) Preference given next to a household that has lived in Boulder for at least one year, and
- (iii) Preference given to a household that has been income certified and placed on the City of Boulder's referral list for at least one year.

Upon request, the City of Boulder will provide a selection process model which, if followed, will satisfy the requirement for fair marketing and selection.

#### 5. Re-Sale Price Limit

A. The first transfer of the Property from the Grantor to another person may not be for more than \$ \_\_.[consideration than the amount described as follows:

An amount such that a buyer would spend twenty-nine percent of his or her income to pay for principal and interest on a mortgage incurred in order to buy the Property, as well as for ad valorem taxes on the Property and for such insurance of the Property as a mortgagee would typically require. The mortgage used to make this calculation shall be assumed to be for a thirty year term and for an initial amount equal to ninety-five percent of the maximum re-sale price in effect up to the time of the current calculation. This mortgage shall also be assumed to have an interest rate equal to the lower of the currently prevailing interest rates for thirty year mortgages insured either by the Federal Housing Administration or by the Federal National Mortgage Association or by successors to either of those entities, and to involve no points. For purposes of this calculation the buyer's gross income shall be assumed to be \_\_ percent of the Area Median Income, and the buyer's family shall be assumed to consist of \_ people.]

B. (1) After the first transfer, the Property may not be transferred for more than an amount calculated in accordance with this Subparagraph 5B, as follows:

(a)(i) Start with the original purchase price which the Owner who first purchased the Property from the Grantor paid for it as described in Subparagraph 5A (and not including commissions, loan origination fees, appraisals fees, title insurance premiums and other similar transaction costs).

(ii) Each year multiply the original purchase price by the percentage increase in the most recent CPI-U or in the most recent Area Median Income whichever is less--up to a maximum increase for any given year of 3.5 percent,

(iii) Each year add the product of the multiplication described in (ii) to the original purchase price,

(iv) Add the amount of Eligible Capital Improvements that have been approved by the City up to the time of transfer. Eligible Capital Improvements are only those improvements approved by the city manager in accordance with the City of Boulder Homeownership Capital Improvements Policy, published on an annual basis by the city manager. Moreover, to qualify for an Eligible Capital Improvement the Owner must submit to the City in advance a request for approval of any proposed Capital Improvement, as outlined in the City of Boulder Homeownership Capital Improvements Policy, and obtain that approval,

(v) Deduct the amount of any Excessive Damage Assessment, as described in Clause 5(B)(3), and

(vi) Add the amount of the sale commission paid by the Owner, in provided that this amount may not exceed the maximum allowable sales commission published by the city manager on an annual basis.

(vii) But the amount set forth in paragraph (a) above shall be a floor amount, and the Owner shall not be required to sell below such amount, unless the unit appraises for less.

(2) Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property which does not qualify as an Eligible Capital Improvement.

However, only Eligible Capital Improvements may be included in the calculation of the sale price limit, as set forth herein.

(3) Shortly before the sale price limit is determined, the City shall have the right to inspect the Property to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 9 hereof and to confirm that the Eligible Capital Improvements have been completed in a workmanlike manner and the reasonable value thereof. If, after such an inspection, the City determines in its judgment that the Owner has not fully complied with this obligation, the City shall determine in its judgment the cost to complete such repairs, replacements, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the Excessive Damage Assessment, and it shall be included in the calculation of the re-sale price limit.

(4) If the Owner reasonably disputes the City's determination of the amount of an Eligible Capital Improvement or of an Excessive Damage Assessment, the Owner may request that the dispute be arbitrated. The Owner shall chose the arbitrator from a list provided by the City, and the arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association, or of any similar successor organization. The decision of the arbitrator shall be final and binding upon the parties. The Owner shall pay for all costs of the arbitration, whatever the arbitrator's decision may be.

C. Nothing in this Covenant represents or guarantees that the Property will be re-sold at an amount equal to the sale price limit. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the sale price limit.

#### 6. Complete Consideration Stated on Deed

The complete consideration for any transfer of the Property shall be stated on the deed transferring title, including, but not limited to, the complete purchase price, loan origination fees and commissions, but excluding appraisal fees and title insurance premiums. There may be no consideration from seller to buyer beyond what is stated on the deed.

#### 7. City's Right to Acquire Owner's Interest

A. The Owner agrees that he or she will give immediate notice to the City upon the first to occur of: (i) the date any notice of foreclosure is provided to the Owner or any foreclosure is commenced against the Property under the first deed of trust, or (ii) the date when Owner becomes 21 days late in making a payment on any indebtedness encumbering the Property required to avoid foreclosure of the first deed of trust.

B. At any time within 60 days after receipt of any notice described in Subparagraph 7A above, the City may (but shall not be obligated to) proceed to make any payment required in order to avoid foreclosure or needed in order to redeem the Property after a foreclosure. Upon making any such payment, the City shall succeed to all rights of the Owner to the Property and shall assume all of the Owner's rights and obligations under the first deed of trust, subject to the terms of this Covenant. In such event the Grantor shall forthwith quit the Property and relinquish possession thereof to the City.

C. The Owner may redeem his or her interest in the Property by payment to the City of all sums paid by the City in connection with the first deed of trust and all other sums reasonably expended by the City in relation to the Property, plus eighteen percent simple interest from each date of expenditure. This redemption may only occur within one of the following time periods from the date when the City made the first of any payments due pursuant to Subparagraph 7A, whichever period is longer: twelve months; or the period of time allowed by Section 38-38-302 C.R.S., or any successor statute, for redemption by the foreclosed-upon Owner of real property that has been sold pursuant to the foreclosure of a deed of trust or mortgage. As of the date of such redemption, the Owner shall re-assume all of his or her rights and obligations under the first deed of trust. At the end of such twelve month period, if the Owner's interest has not been so redeemed, all right, title and interest of the Owner in the Property shall be extinguished, and the Owner shall execute a quit claim deed to the City to evidence transfer of title to the City. If the Owner fails or refuses to execute such a deed after being sent a written request therefore by the City, the City may execute it on behalf of the Owner as the Owner's attorney-in-fact. But prior to executing such a deed, the City shall pay to the Owner the down payment made by the Owner plus any reduction made by the Owner in the principal amount of the loan, plus the cost of any Eligible Capital Improvement, minus the City's costs to the date of execution of the deed.

D. If the Federal National Mortgage Association (FNMA) loans funds on the Property, the Property shall be exempt from this Paragraph 7 during the period of such loan.

8. Partial Subordination of Covenant and Covenant as Deed of Trust

With the exception of the City's rights under Paragraph 7, the provisions of this Covenant shall be subordinate only to the lien of a first deed of trust to secure a loan to purchase the Property made by an Institutional Lender. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the first deed of trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. However, the above notwithstanding, the Institutional Lender, its assignee, or successor in interest may not exercise any remedies under the first deed of trust because the City has exercised any of its rights under Paragraph 7. In the event that the City has not assumed the Owner's interests pursuant to Paragraph 7 and a foreclosure is initiated by the beneficiary of the first deed of trust, the City's rights in the foreclosure - including without limitation the right of redemption under Section 38-38-303 C.R.S. or any successor statute - shall be the same as if it were the beneficiary of a second deed of trust. The amount of the debt secured by such a second deed of trust shall be considered to be the difference between the Re-Sale Price Limit in effect immediately before the notice of election and demand for sale was filed with the public trustee and the fair market value of the Property as of that same time. The fair market value of the Property may be determined by an appraisal by an appraiser selected by the City who is a Member of the Appraisal Institute ("M.A.I.") or a person with equivalent expertise.

After such foreclosure, sale or acceptance of deed in lieu of foreclosure, this Covenant shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, that if and when the Property is sold through foreclosure, the Owner shall nevertheless remit to the City that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the deed of trust and foreclosure costs, which exceeds the Re-sale Price Limit that would have applied to the sale of the Property if the Covenant had

continued in effect. This covenant shall automatically and permanently terminate upon foreclosure, acceptance of a deed-in-lieu of foreclosure by the mortgagee, or assignment of an Institutional Lender- insured mortgage to HUD.

9. Re-Financing of the First Deed of Trust

The Owner may only re-finance the first deed of trust so long as the total amount of such re-financing does not exceed ninety percent (90%) of the Re-sale Price Limit in effect at the time of the re-financing of the Property. Such re-financing must be with an Institutional Lender.

10. Maintenance of Property

The Owner shall maintain the Property in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. The Owner shall suffer no mechanics liens to be recorded against the Property.

11. Use of Property as Owner's Primary Residence

The Owner shall use the Property as his or her primary residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the City in writing his or her intent to occupy the Property as his or her primary residence. Upon written request of the City, the Owner shall provide the City with such information as the City may reasonably request to satisfy itself that the Property is being used as the Owner's primary residence.

12. Rental Conditions

A. The Owner may not rent or lease the entirety of the Property during the first five year period after taking title thereto. The Owner may rent or lease the entirety of the Property for no more than a period or periods of time aggregating one year out of every seven year period. (The five year period mentioned in the first sentence of this subparagraph shall be considered to be part of the first seven year period.) At all other times, the only part of the Property which the Owner may rent or lease is a bedroom, subject to all requirements of City ordinances concerning the renting of residential property.

B. The provisions of Subparagraph 12A notwithstanding, the Grantor (but not any Owner subsequent to the Grantor) may rent or lease the entirety of the Property for eighteen (18) months or until the time when the title to the Property is transferred to the subsequent Owner, whichever occurs first. The period, if any, during which the Grantor leases or rents the Property shall not be considered part of any seven-year period mentioned in Subparagraph 12A.

C. The provisions of Subparagraph 12A notwithstanding, if the Owner has notified the City of his or her interest in selling the Property as required by Paragraph 4, and if title to the Property has not been transferred within 120 days after the Owner started to make bona fide efforts to sell the Property, then the Owner may rent or lease the entirety of the Property for eighteen months or until the time when the Property is transferred to the subsequent

Owner, whichever occurs first. The period, if any, during which the Owner leases or rents the Property shall not be considered part of any seven-year period mentioned in Subparagraph 12A.

D. Any lease or rental agreement shall be in writing. Before the date when it becomes effective, a copy of the lease or rental agreement shall be provided to the City, along with those documents which the City finds to be reasonably necessary in order to determine compliance with this Paragraph.

E. The provisions of this Paragraph shall apply to all agreements under which any person (other than the Owner, his or her spouse, his or her domestic partner and dependent children or parents) occupies any part of the Property for any valuable consideration, whether that agreement is called a lease, rental agreement, or something else.

## 12. Enforcement of This Covenant

The Grantor and each Owner hereby grants and assigns the City the right to review and enforce compliance with this Covenant. Compliance may be enforced by the City by any lawful means, including without limitation specific performance and damages to reimburse the City for its enforcement costs and to require the Owner to repay with reasonable interest any assistance received in connection with the home purchase and prohibit the Owner from retaining sales or rental proceeds, and shall include, without limitation:

- a. acceleration of the mortgage;
- b. voiding a conveyance by the Owner;
- c. terminating the Owner's interest in the property; or
- d. subjecting the Owner to contractual liability other than that set forth above.

Venue for a suit enforcing compliance shall be proper in Boulder County, Colorado, and service may be made or notice given by posting such service or notice in a conspicuous place on the Property. As part of any enforcement action on the part of the City, the Owner shall pay all court costs and reasonable attorney's fees incurred by the City in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the City Attorney's office spent on such claims at the rates generally charged for similar services by private practitioners within the City of Boulder.

## 13. Miscellaneous

A. This Covenant shall run with the land. It shall bind perpetually, and the benefit hereof shall inure perpetually to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assignees, and to the City, its successors, designees, or assignees.

B. The Property may not be used by any other development to satisfy the requirements of Chapter 9-6.5 B.R.C, 1981 or any other off-site permanently affordable housing obligations.

C. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

D. Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefore, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

E. Notices to the City shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by the City by like notice:

City of Boulder, Colorado  
P.O. Box 791  
Boulder, CO 80306  
Attn: City Manager

with a copy to:  
Director of the Division of Housing  
City of Boulder  
P.O. Box 791  
Boulder, CO 80306

Notices to the Owner may be given in like manner addressed to the Property.

F. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

G. The captions of the paragraphs in this covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

H. The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families of low [moderate] income.

I. This Covenant is prior and superior to the Owner's right of a homestead exemption under Article XVIII, Section I of the Colorado Constitution and under Part 2, Article 41, Title 38 of the Colorado Revised Statutes or any successor statutes. The Owner waives his or her homestead rights to the full extent that they conflict with or impair the City's rights and remedies under this Covenant.

J. The City Manager shall have the right to modify this covenant to deal with exigent circumstances.



(seal)